

# MEMORANDUM AGREEMENT

between

SANTA FE RAILWAY

and

UNITED TRANSPORTATION UNION (CT&Y)  
Northern and Southern Divisions

The Santa Fe Railway (hereinafter "Carrier") and the United Transportation Union representing the Northern and Southern Divisions CT&Y (hereinafter "UTU") recognizes the need to expedite the opportunity for conductor and foreman promotion and establish a formal training program for brakeman/helper. All agreement provisions in conflict with this agreement are superseded by this Agreement which will be referred to as the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program.

## **BRAKEMAN/HELPER TRAINING PROGRAM**

**AND**

## **CONDUCTOR/FOREMAN PROMOTION PROGRAM**

The training program content will consist of orientation, classroom instruction and on-the-job training. The Carrier will provide classrooms, supply books and develop training instruction materials as needed. Examinations will be prepared and administered by the Carrier.

The training program and any intended substantial changes therein will be reviewed with Labor Relations at the request of the UTU general chairman.

### **I. Attendance and Training Schedule**

- A. The Carrier will establish a training program schedule consisting of a maximum of six days per week of training in orientation (week 1) and five days per week of training in each week of classroom instruction. If, however, the schedule does not require attendance on a day or days of a calendar week, trainees at other than their home point will be permitted to return to their home point and back to the training point at their own expense.
- B. Training days will be arranged as follows:

1. Orientation training days (week 1) will be scheduled by the instructor.
  2. Classroom instruction training days will be scheduled not to exceed nine hours, including one hour for lunch.
- C. Except in cases of bona fide illness or injury, which must be verified by acceptable medical documentation, or other documented serious emergency situation, trainees must complete all scheduled days of training in each week of orientation and classroom instruction in order to meet the requirements of the training program and be eligible to establish seniority.
- D. A trainee who, after starting the training program, is unable to continue due to a bona fide illness or injury, verified by acceptable medical documentation; proper leave of absence; or other documented serious emergency situation will not be regarded as having failed.
1. A trainee's failure to continue, will not serve to delay the establishment of seniority by other trainees in the class.
  2. If a trainee in the Conductor/Foreman Promotion Program is unable to continue, the employee, upon return to active service, will mark up and work as a brakeman/helper until such time as classroom instruction is available.
- E. Except in the case of extreme emergency if any qualified regular or extra train/yard service employee is available, trainees will not be used in other service prior to completion of the training program.

## II. Expenses

- A. If lodging and/or meals are not provided by the Carrier, trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom training as follows:
1. Lodging - Trainees will be eligible for lodging provided the employee's home point exceeds a thirty (30) mile radius from the

location where the training program is conducted.

2. Meals

- a. Trainees entitled to lodging will be allowed \$18.00 per day meal allowance for each day in attendance in the orientation and classroom portions of the training program unless lunch is provided by the Carrier. If lunch is provided, meal allowance will be \$12.00/day.
- b. Trainees not entitled to lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the training program unless lunch is provided by the Carrier.
- c. Meal allowances are subject to future general wage increases.

3. Travel

- a. Trainees entitled to lodging will be allowed the same rate per mile generally allowed operating employees calculated by the most direct route to and from the lodging facility from the employee's home point to the location where the orientation or classroom training program is conducted.
- b. During the on-the-job training portion of the training program, following the establishment of brakeman and helper seniority, trainees will be allowed expenses as provided for in the applicable UTU agreements.

III. Compensation

- A. Employees hired after the effective date of this agreement will be compensated based on the following weekly rates subject to future wage increases:
  1. \$400.00 per week for Field Orientation (1 week) and Classroom New Hire Instruction (1 week);

2. \$600.00 per week for On-the-job Training as a brakeman/helper (6 weeks);
  3. \$700.00 per week for all weeks in the Conductor/Foreman Promotion Program.
- B. The weekly rate of pay will cover all time consumed in the training program. To receive the full rate, the trainee must be available a full six days per week in orientation training and five days in classroom instruction training. A trainee may not be absent without permission from the designated local supervisor or classroom instructor. One seventh of the weekly training rate will be deducted for each day in the calendar week a trainee is not available (including lay off from the brakeman/helper or conductor/foreman trainee boards), provided that no deduction will be made for days on which training is not scheduled.
- C. If a trainee is used in the case of emergency service as a brakeman/helper prior to completion of the Brakeman/Helper Training Program or Conductor/Foreman Promotion Program, the trainee will be compensated for service and deadhead performed in addition to the weekly rate set forth in this Agreement at the rate payable to a pre-November 1, 1985 employee. In no case will a trainee be used as a Conductor/Foreman prior to promotion to Conductor/Foreman.

#### IV. Conductors and Foremen Participating in On-The-Job Training

- A. When trainee(s) in on-the-job training are called to work, the trainee's ground service crew (conductor and brakeman if not conductor-only or foreman and helper) will act as field instructors training the trainee in the proper performance of the duties of a brakeman or helper when involved in the initial six weeks of on-the-job training and as a conductor/foreman when involved in the three week on-the-job training for conductor under actual working conditions. The conductor or foreman will permit the trainee to perform the functions and duties of the job, including the preparation of the required reports.
- B. Conductor and foreman field instructors will be required to complete trainee progress reports as directed.

C. The presence of a trainee in on-the-job training on a conductor-only crew will not effect the conditions and restrictions of conductor-only service.

D. A conductor/foreman instructing an on-the-job trainee will receive \$15.00 in addition to other earnings. A brakeman/helper on a ground crew instructing an on-the-job trainee will receive \$12.00 in addition to other earnings.

1. Instructor pay will not be considered a duplicate time payment and is subject to future wage increases.

2. Instructor pay will not be used to offset guarantee.

V. Training Program Format (Employees hired after the effective date of this agreement.)

A. Brakeman/Helper Training Program:

1 week Field Orientation: Conducted by a craft instructor. Craft instructors will be selected from applications submitted by active ground service employees to the superintendents. In the selection process for locations where there are yards, due consideration will be given to the senior engine foreman.

1 week Classroom New Hire Instruction: To include half a day session with local chairman.

6 weeks On-the-job Training: Working as a brakeman/ helper off of the brakeman/helper trainee board.

B. Conductor/Foreman Promotion Program:

- 1 week Classroom Conductor Instruction:  
Practice conductor's promotion  
examination (no pass/fail) at end of this  
week.
- 3 weeks On-the-job Training: Working as a  
conductor off of the conductor trainee  
board.
- 1 week Classroom: Promotion examination at the  
end of week 1. An employee who passes  
establish conductor and foreman seniority  
in his relative standing as a  
brakeman/helper. An employee who fails  
will receive 1 additional week of  
classroom instruction.
- 1 week Classroom: Second week immediately  
following the first week for an employee  
who failed the first attempt at the  
promotion examination. An employee who  
passes on the second attempt establish  
conductor and foreman seniority in his  
relative standing as a brakeman/helper as  
though he had passed on the first  
attempt. An employee who fails the  
second attempt to pass promotion will  
automatically forfeit all seniority  
rights in train and yard service with the  
Carrier and be removed from train and  
yard service.

C. The following provisions will apply to employees hired  
after the effective date of this agreement:

1. A brakeman/helper trainee board will be established  
at the home terminal where trainees are in the  
first six week segment of on-the-job training as  
brakemen/ helpers. Trainees will rotate first-in,  
first-out subject to the provisions of V.C.3 below  
amongst themselves on a continuous basis during  
weeks of on-the-job training with a minimum of  
sixteen hours off when tied up at their home  
terminal between trips in through freight. A  
minimum of sixteen hours off will not apply when in

on-the-job training in yard or assigned service, e.g. road switcher or local.

2. A conductor trainee board will be established at the home terminal where trainees are in the three week segment of on-the-job training as conductors. Trainees will rotate first-in, first-out amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen hours off will not apply when in on-the-job training in yard or assigned service, e.g. road switcher or local.
3. In order to insure that an employee in on-the-job training as a brakeman, helper, or conductor has an opportunity to train in various positions on the seniority district, board and yard runaround provisions will not apply to employees involved in the training program.
4. During the on-the-job training portion of the training, an employee called out of the home terminal as a brakeman or conductor trainee in pool freight service may be called to train with a home terminal or away from home terminal conductor and at the away from home terminal may be called to train with the same conductor or with an earlier conductor provided that when tied up at the away from home terminal the trainee has a minimum of 10 hours off between trips before working back with an earlier conductor.

VI. Conductor/Engine Foreman Promotion & Establishment of Seniority

A. Following the effective date of this Agreement, train service employees will be assigned brakeman, helper, foreman and conductor seniority as follows:

1. At the end of the second week of the Brakeman/Helper Training Program, employees from the Carrier's nonoperating crafts will be ranked highest in potential seniority in a class of trainees based on the employees' number of years of continuous service with the Carrier; followed by new employees from

outside the Carrier with previous railroad experience in train and/or engine service who will be ranked amongst themselves based on each one's cumulative number of years of experience in train and/or engine service; followed by new employees from outside the Carrier with no train and/or engine service experience whose potential seniority order will be determined by drawing numbers, the trainee drawing the highest number will establish seniority ahead of the trainee drawing the next highest number and so on. Upon successfully completing the first 2 weeks of the Brakeman/Helper Training Program, employees will utilize this seniority ranking to establish brakeman and helper division and grand division seniority.

2. Upon successfully completing the Conductor/Foreman Promotion Program and passing the final examination, employees will be ranked in this order and establish division and grand division conductor and foreman seniority on the date of the final examination.
  3. If two or more classes of trainees on the grand division commence training on the same day of the week, the craft instructors will draw numbers to establish each classes' relative standing on the grand division roster with one entire class ranked ahead of the other(s).
- B. The UTU general chairman will be provided with the name address, social security number, home point and seniority date when an employee establishes brakeman/helper seniority. The UTU general chairman will also be provided with the name, home point and conductor's seniority date when an employee is promoted to a conductor/foreman.



C. An employee who fails to pass the conductor/foreman promotion examination on the second attempt as provided in the Conductor/Foreman Promotion Program will automatically forfeit all seniority rights in train and yard service with the Carrier and be removed from train and yard service.

This Agreement will become effective at 12:01 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 1994.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

FOR THE ORGANIZATION:

580  
General Chairman, United  
Transportation Union (CT&Y)

FOR THE CARRIER:

[Signature] 8/30/94  
Vice President - Labor Relations

[Signature] 8/30/94  
Director - Labor Relations

[Signature] 8/30/94  
Director - Labor Relations

### Questions & Answers

- Q. If the employee is in classroom or orientation training at other than the home point and there is no training on a given day, what expenses will the employee receive?
- A. The employee will be provided lodging and meal allowances.
- Q. If a trainee is in a classroom portion of the instruction, can he be used in an emergency?
- A. No.

August 29, 1994

Mr. G. R. Neal, General Chairman  
United Transportation Union (CT&Y)  
807-B Center Avenue  
Brownwood, TX 76801

Dear Sir:

Side Letter No. 1

In our meetings concerning the Memorandum of Agreement for the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program we discussed the particular circumstances of employees who are in service on the effective date of this agreement who were hired after December 31, 1991 who have never had the opportunity to be promoted to conductor and who are not promoted to a locomotive engineer or currently in locomotive engineer training. In order to promote these employees to conductor/foremen the following training and promotion program is agreed upon:

**TRAINING PROGRAM FORMAT**

- |   |       |   |
|---|-------|---|
| 2 | weeks | <u>On-the-job Training:</u> Working as a conductor.   |
| 1 | week  | <u>Classroom:</u> Promotion examination at the end of week 1. An employee who passes establish division and grand division conductor and foreman seniority in his relative standing on the brakeman/helper seniority roster. An employee who fails will receive 1 additional week of classroom instruction. |
| 1 | week  | <u>Classroom:</u> Second week immediately following the first week for an employee who failed the first attempt at the promotion examination. An employee who passes on the second attempt establish division and grand division conductor and foreman seniority  |

in his relative standing as brakeman/helper as though he had passed on the first attempt. An employee who fails the second attempt to pass promotion automatically forfeits all seniority in train and yard service.

The following provisions will apply to this training and promotion program:

1. Employees will be notified at least thirty (30) days in advance of the first day of the training program.
2. Study guides will be furnished at the time of notification.
3. Employees participating in this training and promotion program will be compensated at a weekly rate of \$725.00 subject to future general wage increases. The weekly rate of pay will cover all time consumed in the training program. To receive the full rate, the trainee must be available a full five days per week in the classroom instruction training. A trainee may not be absent without permission from the designated local supervisor or classroom instructor. One seventh of the weekly training rate will be deducted for each day in the calendar week a trainee is not available (including lay off from the conductor trainee board), provided that no deduction will be made for days on which training is not scheduled.
4. If lodging and/or meals are not provided by the Carrier, trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while engaged in classroom training as follows:
  - a. Lodging - Trainees will be eligible for lodging provided:
    - (1) The home point of a regular employee's assignment or
    - (2) The location of the extra board, for an extra board employee exceeds a thirty (30) mile radius from the location where the training program is conducted.

b. Meals

- (1) Trainees entitled to lodging will be allowed \$18.00 per day meal allowance for each day in attendance in classroom training unless lunch is provided by the Carrier. If lunch is provided, meal allowance will be \$12.00/day.
- (2) Trainees not entitled to lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the training program unless lunch is provided by the Carrier.
- (3) Meal allowances are subject to future general wage increases.

c. Travel

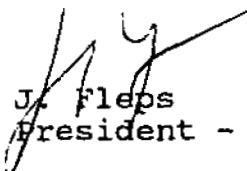
- (1) Trainees entitled to lodging will be allowed the same rate per mile generally allowed operating employees calculated by the most direct route to and from the lodging facility from the home point of a regular employee's assignment or extra board location to the location where the classroom training program is conducted.
  - (2) During the on-the-job training portion of the training program trainees will be allowed expenses as provided for in the applicable UTU agreements.
5. A conductor trainee board will be established at the home terminal where trainees are in the two week segment of on-the-job training as conductors. Trainees will rotate first-in, first-out amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen hours off will not apply when in on-the-job training in assigned service, e.g. road switcher or local.
  6. In order to insure that an employee in on-the-job training as a conductor has an opportunity to train in various positions on the seniority district, board and yard runaround provisions will not apply to employees involved in the training program.
  7. During the on-the-job training portion of the training, an employee called out of the home terminal as a conductor trainee in pool freight service may be called to train with a home terminal or away from home terminal

conductor and at the away from home terminal may be called to train with the same conductor or with an earlier conductor provided that when tied up at the away from home terminal the trainee has a minimum of 10 hours off between trips before working back with an earlier conductor.

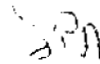
8. If a trainee is used in the case of emergency service as a brakeman/helper while participating in this training and promotion program, the employee will be compensated for service and deadhead performed in addition to the weekly rate at the rate payable to a pre-November 1, 1985 employee.
9. Employees not available to go through this training and promotion program due to a bona fide illness, authorized leave of absence, or other serious emergency situation verified by acceptable documentation; or employees who are dismissed and later reinstated, who upon return to active service, successfully pass the promotion examination at the first opportunity will establish seniority as though they had been available and had passed the examination.

Please signify your agreement by signing below.

Yours truly,

  
John J. Fleps  
Vice President - Labor Relations

Agreed:

  
\_\_\_\_\_  
General Chairman, UTU (CT&Y)

August 29, 1994

Mr. G. R. Neal, General Chairman  
United Transportation Union (CT&Y)  
807-B Center Avenue  
Brownwood, TX 76801

Dear Sir:

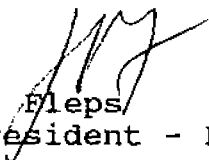
Side Letter No. 2

The following provisions prescribe how conductor/foreman seniority is established for certain employees who are currently in engineer training or have already completed engineer training and have not yet established conductor/foreman seniority.


1. An employee who became a locomotive engineer after October 31, 1985 or who is currently in engineer training who has not been promoted to a conductor/foreman will be considered as having passed conductor and foreman promotion but will not be able to exercise conductor or foreman (if not already promoted to an engine foreman) seniority until employees in his hire/promotion class are afforded the opportunity to take conductor/foreman training and promotion. At that time, the promoted engineer will not be required take the conductor promotion examination but will be assigned conductor's seniority in relative standing based on his brakeman's seniority date.
2. Should a promoted engineer who is assigned conductor's seniority under this side letter return to ground service, he will be required to go through the first three weeks of the training program format for current employees as outlined in Side Letter No. 1 except that he will not be required to take or pass the conductor's promotion examination at the end of the third week and will, therefore, will not take the fourth week of training outlined in Side Letter No. 1. All other provisions of Side Letter No. 1 will apply to employees in this three week conductor training program.

Please signify your agreement by signing below.

Yours truly,

  
John J. Fleps  
Vice President - Labor Relations

Agreed:

  
\_\_\_\_\_  
General Chairman, UTU (CT&Y)

August 29, 1994

Mr. G. R. Neal, General Chairman  
United Transportation Union (CT&Y)  
807-B Center Avenue  
Brownwood, TX 76801


Dear Sir:

SIDE LETTER NO. 3

This is to confirm our understanding in connection with health care benefits for train service employees who are suspended and their dependents.

We agree that when an employee represented by your committee is suspended, the Carrier will continue to pay the premiums normally required of it to the appropriate insurance provider(s) so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent which would be so if the employee were still in service.

Very truly yours,

  
John J. Fleps  
Vice President - Labor Relations

Agreed:

  
\_\_\_\_\_  
General Chairman, UTU (CT&Y)





The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

September 20, 1994  
47-1830

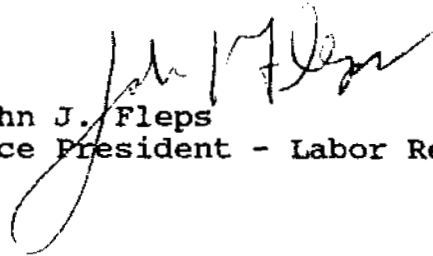
Mr. G. R. Neal  
General Chairman  
United Transportation Union  
807-B Center Avenue  
Brownwood, TX 76801

Dear Mr. Neal:

This is to confirm my advice by telephone today regarding the way we intend to apply our tentative "14 hour rest" agreement. If the agreement is ratified, Santa Fe will guarantee that any through freight trainman who correctly requests 14 hours' rest at the home terminal under the agreement, will have his request granted. In short, no trainman's request under the agreement for 14 hours' rest at the home terminal will be denied based on the possibility of train delay.

Please let me know if you have any questions.

Very truly yours,

  
John J. Fleps  
Vice President - Labor Relations

cc: Mr. D. G. McInnes  
Mr. M. D. Dealy

*cc: All Local Chairmen 274 3 E*

August 29, 1994

Mr. G. R. Neal, General Chairman  
United Transportation Union (CT&Y)  
807-B Center Avenue  
Brownwood, TX 76801

Dear Sir:

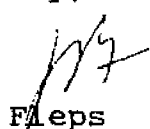
Side Letter No. 4

Without diminishing any existing rules concerning ground service employees requesting additional rest at the home terminal, the following provisions will apply in through freight service:


1. A trainman in through freight tying up at home terminal, who accumulated at least eight (8) consecutive hours chargeable to the Hours of Service Law, including continuous time trips of eight hours or more, may request to have prior to his next trip fourteen hours of rest at home terminal as long as allowing additional rest will not delay trains.
2. A trainman requesting additional rest must do so to the crew technician at the time of tieup.
3. A tieup granted by the crew technician under this agreement cannot later be revoked by the employee or taken away by the Carrier and must be for 14 hours.
4. When a tieup is granted under this agreement following trainmen will without penalty be run around the trainman tying up for rest.
5. A trainman tied up for additional rest under this agreement will not be considered as having missed a call if called outside of the regular calling time for 14 hours rest

This agreement will go into effect at 12:01 A.M. on \_\_\_\_\_, 1994, and continue for thirty days. It will expire at 12:01 A.M. on \_\_\_\_\_, 1994 unless renewed.

Yours truly,

  
John J. Fleps  
Vice President - Labor Relations

Agreed:

  
\_\_\_\_\_  
General Chairman, UTU (CT&Y)

August 30, 1994

Mr. G. R. Neal, General Chairman  
United Transportation Union (CT&Y)  
807-B Center Avenue  
Brownwood, Texas 76801


Dear Sir:

Side Letter No. 5


This will confirm our understanding in connection with the Brakeman/Helper Training Program that upon implementation of the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program Agreement the probationary period for new ground service employees will be eight (8) calendar weeks instead of sixty (60) calendar days in order to be consistent with the format of the training program

If the foregoing accurately describes our understanding please indicate by signing below.

Yours truly,

  
John J. Fleps  
Vice President - Labor Relations

Agreed:

  
\_\_\_\_\_  
General Chairman, UTU(CT&Y)

August 30, 1994

Mr. G. R. Neal, General Chairman  
United Transportation Union (CT&Y)  
807-B Center Avenue  
Brownwood, Texas 76801

Dear Sir:


Side Letter No. 6

The following will confirm our understanding in connection with calling employees to attend classes provided for in the Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement:


1. The Carrier will schedule classes.
2. The Carrier's representative will schedule ground service employees no later than 10:00 p.m. the day before the class begins to attend classes on a particular date and the employee will be obligated to attend such class or secure permission to be absent. Employees will not be required to attend rules classes during their assigned vacation period nor will they be required to attend when they are already laying off or on assigned rest day.
3. Ground service employees may volunteer to attend classes as scheduled by contacting the Crew Technician.
4. All other provisions of Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement remain intact.

If the foregoing accurately describes our understanding, please indicate by signing below.

Yours truly,

  
John J. Fleps  
Vice President - Labor Relations

Agreed:

  
General Chairman, UTU(CT&Y)

August 30, 1994

Mr. G. R. Neal, General Chairman  
United Transportation Union (CT&Y)  
807-B Center Avenue  
Brownwood, Texas 76801

Dear Sir:


Side Letter No. 7

This confirms our understanding in connection with anniversary dates for purposes of vacation entitlement.


For purposes of determining an employee's entitlement to vacation under agreement rules, his anniversary date will be January 1 of the year in which he was first employed in the CT&Y craft. For example, an employee with a July 15, 1963 employment date will have an anniversary date for vacation purposes of January 1, 1963.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Yours truly,

  
John J. Fleps  
Vice President - Labor Relations

Agreed:

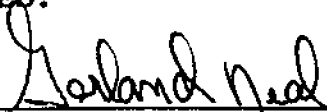
  
\_\_\_\_\_  
General Chairman, UTU(CT&Y)




Memorandum of Agreement between the Atchison, Topeka and Santa Fe Railway Company (AT&SF) and the United Transportation Union (CT&Y).

1. In connection with the Brakeman and Switchman Training and Conductor and Engine Foreman Promotion Agreement dated October 18, 1994, Santa Fe may use employees represented by the United Transportation Union (CT&Y) General Committee as instructors to augment the classroom training described in the Agreement including Side Letters No. 1 and 2 done by exempt employees.
2. The carrier will determine if employees represented by the UTU are necessary to augment this training. If the carrier elects to use employees represented by UTU to augment this training, all determinations related to this use will be made by the carrier.
3. When the carrier elects to use union represented employees as instructors, the instructor positions will be advertised and union represented employees used as instructors will be selected by management from applications received.
4. Santa Fe will notify the General Chairman of the name and home terminal of each employee selected as an instructor.
5. Employees selected as instructors will only be used as instructors on their respective grand divisions.
6. When used as an instructor, an employee will be paid the combination guaranteed extra board rate for each day he is off from his regular assignment serving as an instructor, plus appropriate expenses.
7. This agreement is entered into on a without prejudice basis, and it does not establish any right whatsoever for employees represented by the UTU to any instructor position.

AGREED:

  
\_\_\_\_\_  
Garland Neal  
General Chairman  
United Transportation Union (CT&Y)

  
\_\_\_\_\_  
Paula J. Hughes  
Director - Labor Relations

  
\_\_\_\_\_  
William H. Siardel  
Director - Labor Relations



# The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

September 8, 1994

Mr. J. L. Easley, Vice President  
United Transportation Union  
4493 Acacia Avenue  
San Bernardino, CA 92407

Mr. G. R. Neal, General Chairman  
United Transportation Union  
807-B Center Avenue  
Brownwood, TX 76801

Dear Sirs:

This is to confirm our understanding, as specified below, related to the extension of the Training Modification Agreement to include employees on the Northern & Southern Divisions in the class of employees or any portions of such craft or class represented by you.

The United Transportation Union International, who you represent, is in agreement that any and all hostling claims against Santa Fe of record originating from or otherwise related to the hostling disputes based on the 1985 UTU National Agreement on the former Coast Lines, the former Eastern and Western Lines (excluding the Northern and Southern Divisions), and the Northern and Southern Divisions are hereby void and withdrawn with prejudice, and no other claims against Santa Fe (pending or future) in any way related to the underlying issues will be valid or filed, provided the attached proposed modification of the UTU Fireman Training and Manning Agreement ("Training Modification Agreement") is executed on the Northern & Southern Divisions. We also agree that Santa Fe's use of locomotive engineers as yard pilots to perform any work does not constitute the establishment of any hostler position represented by this or any other organization. Thus, with the execution of the Training Modification Agreement, we agree that hostler's pay has not been due and shall not be due to any Santa Fe employee working as a yard pilot.

In addition, we agree that within three business days of the execution of the Training Modification Agreement on the Northern & Southern Divisions, the UTU shall file with the federal district court for the Northern District of Illinois a Motion To Dismiss Santa Fe, with prejudice, as a defendant from the consolidated proceedings designated United Transportation Union v. Illinois Central Railroad, No. 93 C 4246 and United Transportation Union v. Atchison, T.S.F. Ry. Co., No. 93 C 4248 (Ann C. Williams, J.).

We further agree that if the Training Modification Agreement is executed it will fully and finally settle all the hostling claims and disputes described above, as well as the district court litigation mentioned above.



Page 2  
September 8, 1994

If the foregoing accurately represents our agreement in this respect, please indicate by signing on behalf of the United Transportation Union International in the space below.

Yours truly,




John J. Fleps  
Vice President - Labor Relations



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J. I. Easley, Vice President  
United Transportation Union



---

G. R. Neal, General Chairman  
United Transportation Union -  
Engineers

Attachment

This Training, Promotion and Seniority Agreement is entered into between The Atchison, Topeka and Santa Fe Railway Company and its Engine Service employees represented by the General Committee of Adjustment of the United Transportation Union (Enginemen).

## I. Training and Promotion

The purpose of this Agreement is to modify and amend the formal program for the training and qualifying of locomotive engineers, which is in effect between the Carrier and the UTU(E) and to meet the immediate and continuing needs of the Carrier. The United Transportation Union (Enginemen's Committee) will cooperate in this program.

- A. A fireman ("engineer service trainee") shall be any person selected by the Carrier for the purpose of training to be a qualified locomotive engineer under existing collective bargaining agreements. Any employee who has entered or enters the engine service training program after October 31, 1985 will establish a fireman seniority date, strictly for purposes of an orderly transition to the craft of locomotive engineer. The use of this seniority date is strictly limited by and subject to the conditions set forth in Article XIII of the October 31, 1985 UTU National Agreement. Thus, employees who entered or enter engine service after October 31, 1985, shall have no right to work as firemen or to hold firemen's positions.
- B. Recruitment, selection, employment, and training will be without regard to race, creed, color, religion, national origin, age, sex, or handicap.
- C. Selection of engine service candidates will be made by the Carrier subject to the Carrier's legal obligations.
- D. Training Program
  1. The training program shall consist of classroom instruction and on-the-job training as determined by the Carrier. As necessary, classrooms, books, materials and instructions shall be furnished by the Carrier.
  2. Examinations will be prepared and administered by the Carrier.
  3. The training program and any intended substantial changes therein shall be reviewed from time to time by the designated carrier representative and the UTU(E) General Chairmen.
  4. The UTU(E) General Chairmen shall be furnished the name, address, and date placed in training of each engine

service trainee entering the training program, and upon a completion of the program, the UTU(E) General Chairmen will be furnished confirmation of promotion.

5. An engine service trainee, who after starting the training program is unable to continue the training due to illness which has been verified by a physician or approved leave of absence will not be regarded as having failed provided that upon return the candidate immediately reenters the training program. The decision as to whether the employee must start the program from the beginning or at another point in the training will be made by the designated carrier representative. The UTU(E) General Chairman will be advised of this decision.
6. Adequate records of engine service trainees' on-the-job and classroom training progress shall be maintained by the Carrier and reviewed with the UTU(E) General Chairmen on their request.

#### E. Expenses

1. If not otherwise provided for by the Carrier, engine service trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while they are engaged in orientation and classroom training prior to establishing engineer seniority as follows:

##### a. Lodging

- (1) Trainees will be eligible for lodging provided the home point of a new hire or regular employee's assignment and the point where the employee's residence is maintained each exceed a thirty (30) mile radius from the location where the training program is conducted.
- (2) If the employee's residence or regular assignment is not outside the 30 mile radius, the Carrier still may provide lodging if in the opinion of the instructor the trainee would benefit scholastically. In that case, the Carrier will provide a meal allowance under section Eb(1) of this Agreement as well as lodging.

##### b. Meals

- (1) A trainee provided lodging will be allowed \$18.00 per day meal allowance for each day in attendance in the classroom and simulator

portions of the training program unless lunch is provided by the Carrier. If lunch is provided, the meal allowance will be \$12.00 per day.

- (2) A trainee not provided lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided by the Carrier.
- (3) Meal allowances are subject to future general wage increases.

c. Travel

- (1) A trainee provided lodging will be allowed the same rate per mile generally allowed other employees, calculated by the most direct route to and from the home point of the new hire or regular employee's assignment or extra board location to the location where the training program is conducted.
- (2) Trainees undergoing on-the-job training shall receive travel expenses, lodging accommodations or allowance in lieu thereof and meal allowance as provided under the applicable UTU(E) agreement.

F. Compensation

1. Employees entering operating craft service after October 31, 1985 will be compensated as follows:
  - a. For each week of training the employee will be paid a weekly rate of \$707.21 which will be subject to future wage increases. This payment shall cover all time consumed in the training program. To receive the full rate, the engine service trainee must be available a full seven (7) days per week. An engine service trainee may not be absent without permission from the designated local supervisor or classroom instructor. One seventh of the weekly training rate will be deducted for each day in the calendar week an engine service trainee is not available, provided that no deduction will be made for days on which training is not scheduled.
  - b. Engine service trainees in the training program will receive the benefits under the applicable Health and Welfare Program(s) as may be in effect

and under National Vacation Agreements currently in effect.

2. Employees who entered operating craft service prior to October 31, 1985 will be compensated as follows:
  - a. For each week of training the employee will be paid a weekly amount equal to 90 percent of the employee's regular average weekly earnings in the previous six months (excluding penalty payments, and any extraordinary payments such as signing bonuses, lump sums, and moving/real estate lump sums), but not less than \$800 per week. One seventh of the weekly training rate will be deducted for each day in the calendar week an engine service trainee is not available of his/her own volition, provided that no deduction will be made for days on which training is not scheduled.
3. Employees who enter engine service training who have vacation scheduled during the training program will be allowed to reschedule their vacations, if possible, following the training program. If there is insufficient time remaining in the year for vacation or if the demands of service require the employee to work, the employee will be paid for ungranted vacation.

G. Completion of the Training Program

1. An engine service trainee's failure to pass any of the initial examinations will result in the trainee's failure and termination from the training program.
2. If an engine service trainee fails either one or both of the required final examinations the employee will be given a second opportunity to pass the final examination(s).
  - a) The second examination must be taken no earlier than thirty (30) days and not more than ninety (90) 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.
  - b) While waiting to make the second attempt at passing, the engine service trainee will not be compensated or allowed any expenses as an engine service trainee under this Agreement, but will be permitted to sit in on any classroom instructions given to other engine service trainees.

- c) While waiting for and taking the second examination, an engine service trainee may exercise seniority (if retained), in the trainee's prior craft.
  - d) An engine service trainee's failure to pass either of the final examinations on the second attempt will result in the trainee's failure and termination from the training program.
- 4. Upon successful completion of the final examinations, the engine service trainee will return to the home territory and at the discretion of the Carrier continue on-the-job training prior to making the home district territory qualification trip. If the employee is unable to qualify, the employee will be terminated from the engine service training program.
  - 5. Upon such certification, the Carrier shall supply the UTU(E) General Chairman with the names of the engine service trainees so certified and the date of the certification.

#### H. Establishment of Seniority

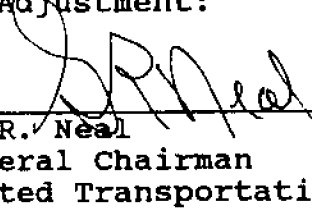
- 1. An engine service trainee who successfully passes both final examinations on the first attempt will be assigned a graduation date by the Training Center. This date will be the Saturday following the week in which the exams are passed. Provided that the employee successfully completes district territory qualification, this will be the employee's locomotive engineer seniority date.
- 2. An engine service trainee who fails to pass the final examination(s) on the first attempt and pass on the second attempt will be assigned a graduation date by the Training Center in relative seniority order among those making the second attempt and below all engine service trainees in the same class who passed both final examinations on the first attempt.
- 3. Employees who are certified locomotive engineers at the time they are employed and are subsequently promoted ahead of engine service trainee(s) their senior, will be considered to have established seniority dates as engineers below all senior engine service trainees who are in training at the time and subsequently pass promotion on the first or second attempt.

**II. Exclusive Representation**


The United Transportation Union (Enginemen's Committee) is and shall be recognized as the exclusive collective bargaining representative for employees in connection with the negotiation, interpretation, or administration of any agreement governing the engine service employee training program. This Agreement supersedes existing agreements relating to the training, qualifying and promotion of firemen represented by the UTU(E) only to the extent set forth herein.

DATED this 8th day of September, 1994, at Schaumburg, Illinois.

For the General Committee  
of Adjustment:

  
\_\_\_\_\_  
G. R. Neal  
General Chairman  
United Transportation Union (E)

For the Carrier:

  
\_\_\_\_\_  
Marka L. Hughes  
Director - Labor Relations

APPROVED:

  
\_\_\_\_\_  
J. L. Easley  
Vice President  
United Transportation Union

  
\_\_\_\_\_  
John J. Fleps  
Vice President - Labor Relations

### Questions and Answers

1. Q. Is the seniority of fireman employed prior to October 31, 1985 affected by this agreement?  
A. NO
  
2. Q. Does Section I(A) of this agreement change any portions of the UTU October 31, 1985 National Agreement, Article XIII, Section 3(1)?  
A. NO
  
3. Q. Under Section I(F) (3) of the November 20, 1993 agreement, would a trainee be paid ungranted vacation earnings for vacation not taken in addition to other earnings?  
A. YES
  
4. Q. When a trainee is in training at the time annual vacations for the following year are being scheduled, under what craft will the trainee be scheduled for a vacation?  
A. The trainee will be scheduled in the last craft worked prior to commencing engine service training.





The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

September 8, 1994  
42-2200-60

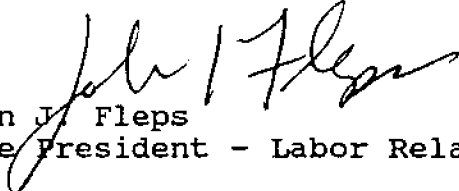
Mr. G. R. Neal  
General Chairman  
United Transportation Union(E)  
807-B Center Avenue  
Brownwood, TX 76801

Dear Sir:

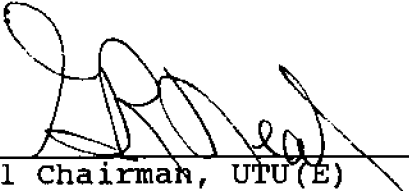
If the following accurately reflects what we agreed to in our discussions in connection with the UTU (E) Training, Promotion and Seniority Agreement between the parties dated September 8, 1994, please signify by signing below and returning to me:

Engine service trainees will be entitled to meals en route allowances as they apply to pre-November 1, 1985 locomotive engineers when participating in on-the-job training as a locomotive engineer. In order to be paid a meals en route allowance when one is due, an engine service trainee must claim the appropriate code, Code 09, Code 41, or Code 72, as applicable on the regular working ticket.

Very truly yours,

  
John J. Fleps  
Vice President - Labor Relations

AGREED:

  
\_\_\_\_\_  
General Chairman, UTU(E)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

September 8, 1994

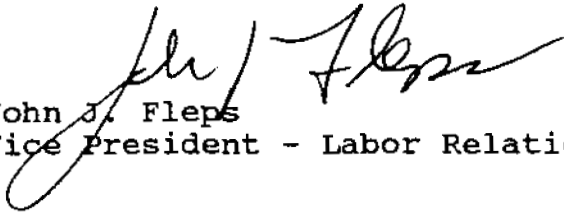
Mr. G. R. Neal  
General Chairman  
United Transportation Union  
807-B Center Avenue  
Brownwood, TX 76801

Dear Sir:

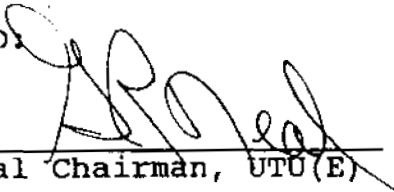
This confirms our understanding in connection with the Training, Promotion and Seniority Agreement between the parties dated September 8, 1994.

As we discussed, if a trainee in on-the-job training consistently works seven days per week, the trainee will be allowed to lay off without a deduction in pay. This to be accomplished by the trainee's general chairman contacting Labor Relations. Layoffs will not exceed one days per week or two days per half month.

Very truly yours,

  
John J. Fleps  
Vice President - Labor Relations

AGREED:

  
General Chairman, UTU(E)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

September 8, 1994

Mr. G. R. Neal  
General Chairman  
United Transportation Union (E)  
807-B Center Avenue  
Brownwood, Texas 76801

Dear Sir:

If the following accurately reflects what we agreed to in our discussion in connection with Section 1.G.2(b) & (c) of the Training, Promotion and Seniority Agreement between the UTU(E) and The Atchison, Topeka and Santa Fe Railway Company, will be replaced by the following:

While waiting to make the second attempt at passing, the engine service trainee will return to on-the-job training as a trainee for not less than thirty (30) days and not more than ninety (90) days following failure of the first examination. All provisions of the training agreement will apply during this thirty (30) to ninety (90) days.

This revision will be effective at 12:01 a.m. on the implementation date of this agreement on a trial basis and will remain in effect for a period of six (6) months, after which it will be subject to a ten (10) day cancellation by either party.

If the foregoing meets with your approval please indicate by signing below.

Respectfully,

Marka L. Hughes  
Director - Labor Relations

AGREED:

General Chairman, UTU(E)

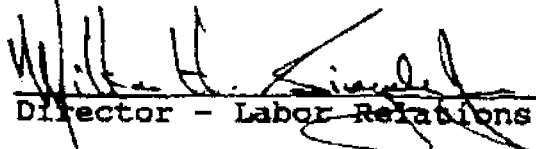
Memorandum of Agreement between the Atchison, Topeka and Santa Fe Railway Company (AT&SF) and the United Transportation Union (CT&Y).

1. In connection with the Brakeman and Switchman Training and Conductor and Engine Foreman Promotion Agreement dated October 18, 1994, Santa Fe may use employees represented by the United Transportation Union (CT&Y) General Committee as instructors to augment the classroom training described in the Agreement including Side Letters No. 1 and 2 done by exempt employees.
2. The carrier will determine if employees represented by the UTU are necessary to augment this training. If the carrier elects to use employees represented by UTU to augment this training, all determinations related to this use will be made by the carrier.
3. When the carrier elects to use union represented employees as instructors, the instructor positions will be advertised and union represented employees used as instructors will be selected by management from applications received.
4. Santa Fe will notify the General Chairman of the name and home terminal of each employee selected as an instructor.
5. Employees selected as instructors will only be used as instructors on their respective grand divisions.
6. When used as an instructor, an employee will be paid the combination guaranteed extra board rate for each day he is off from his regular assignment serving as an instructor, plus appropriate expenses.
7. This agreement is entered into on a without prejudice basis, and it does not establish any right whatsoever for employees represented by the UTU to any instructor position.

AGREED:

  
\_\_\_\_\_  
Garland Neal  
General Chairman  
United Transportation Union (CT&Y)

  
\_\_\_\_\_  
Paula J. Hughes  
Director - Labor Relations

  
\_\_\_\_\_  
William H. Kinsler  
Director - Labor Relations

2163285755

UTU

F-577 T-314 P-002.002 SEP 12 '94 08:57

G. THOMAS DuBOSE  
International President

LLOYD W. SWERT  
Assistant President

CHARLES L. LITTLE  
General Secretary and Treasurer

# *united transportation union*



14600 DETROIT AVENUE  
CLEVELAND, OHIO 44107-4250  
PHONE: 216-228-0400  
FAX: 216-228-5765

September 12, 1994

Mr. John L. Easley  
Vice President  
United Transportation Union  
4493 Acacia Avenue  
San Bernardino, CA 92407

Re: *UTU v. ATSF*, N.D. Ill., E. Div. (Williams, J.)

Dear Sir and Brother:

The agreement you executed September 8, 1994, covering engineer training on the Atchinson, Topeka & Santa Fe under Brother Neal's jurisdiction was in settlement of subject litigation on the advice of counsel, and therefore ratification was not required.

With best wishes, I am

Fraternally yours,

G. Thomas DuBose  
International President

cc: Lloyd W. Swert, Assistant President  
Warner E. Biedenbarn, Jr., Vice President, Director-Field Service  
Clinton J. Miller, III, General Counsel  
Norton N. Newborn, Esquire

