

FEBUARY 1997  
1. NATIONAL  
TRAINING AGREEMENT  
BETWEEN RAILROADS REPRESENTED BY  
NATIONAL CARRIERS  
CONFERENCE COMMITTEE  
AND THEIR EMPLOYEES REPRESENTED BY THE  
UNITED TRANSPORTATION UNION  
NMB CASE NO. A-9152  
AS AMENDED

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

International President

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

NMB Case A-9152, Sub. 1,

Sub.2, Sub 3 and Sub. 4

#### 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 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) of 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 commensurate 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 in employee protective agreement arising out of the Rail Passenger Transportation Act of 1970, or an earnings guarantee or 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, (is 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 Agreement', (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 (I 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 "firemen (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

anceled 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 view,, is 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.

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

SIGNED AT WASHINGTON, D.C., THIS 19<sup>TH</sup> DAY OF JUL Y, 1972.

For the Participating Carriers Listed in Exhibit A: For the Employees Represented By The United Transportation Union:

/s/ WILLIAM H. DEMPSEY /s/ M. W. HAMPTON

William H. Dempsey, Chairman M. W. Hampton, Assistant President

/s/ C. A. BALL /s/J. W. JENNINGS

C. A. Ball J. W. Jennings, Vice President

/s/ F. K. DAY, JR. /s/ H. M. PRICE

F. K. Day, Jr. H. M. Price, Chairman

/s/ T. C. DeBUTTS /s/ M. H. NELSEN

T. C. De Butts M. H. Nelsen, Vice Chairman

/s/G. L. FARR /s/ A. B. HEALAN

G. L. Farr A. B. Healan, Secretary

/s/ J. R. JONES /s/ R. A. BONENO

J. R. Jones R. A. Boneno, Member

/s/ J. J. MAHER /s/ R. M. GAMBRELL

J. J. Maher R. M. Gambrell, Member

/s/ C. E. MERVINE, JR. /s/ T. P. GORMAN, JR.

C. E. Mervine, Jr. T. P. Gorman, Jr., Member

/s/ EARL OLIVER /s/ G. B. McKEE

Earl Oliver G. B. McKee, Member

/s/ G. S. PAUL /s/ H. W. WHITE

G. S. Paul H. W. White, Member

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

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

PARTICIPATING CARRIERS REPRESENTED BY THE NATIONAL CARRIERS'  
CONFERENCE COMMITTEE

AND THE EMPLOYEES OF SUCH CARRIERS REPRESENTED BY THE UNITED  
TRANSPORTATION UNION

Akron and Barberton Belt Railroad

Akron, Canton and Youngstown Railroad

Alton and Southern Railway

Ann Arbor Railroad

Atchison, Topeka and Santa Fe Railway

Atlanta & St. Andrews Bay Railway

Atlanta and West Point Rail Road - The Western Railway of Alabama

Atlanta Joint Terminals

Baltimore and Ohio Railroad

Buffalo Division

Strouds Creek and Muddlety Territory

Baltimore and Ohio Chicago Terminal Railroad

Bangor and Aroostook Railroad

Bauxite and Northern Railway

Bessemer and Lake Erie Railroad

Boston and Maine Corporation

Buffalo Creek Railroad

Burlington Northern, Inc.

Butte, Anaconda and Pacific Railway

Camas Prairie Railroad

Central of Georgia Railroad

Central Vermont Railway, Inc.

Chesapeake and Ohio Railway  
Chicago and Eastern Illinois Railroad  
Chicago and Illinois Midland Railway  
2 Chicago and North Western Transportation Company  
Chicago and Western Indiana Railroad  
Chicago, Milwaukee, St. Paul and Pacific Railroad  
Chicago, Rock Island and Pacific Railroad  
Chicago Short Line Railway  
Chicago, West Pullman and Southern Railroad  
Clinchfield Railroad  
Curtis Bay Railroad  
Davenport, Rock Island and North Western Railway  
Delaware and Hudson Railway  
Denver and Rio Grande Western Railroad  
Des Moines Union Railway  
Detroit and Mackinac Railway  
Detroit and Toledo Shore Line Railroad  
Detroit, Toledo and Ironton Railroad  
Duluth, Missabe and Iron Range Railway  
Duluth, Winnipeg and Pacific Railway  
East St. Louis Junction Railroad  
Elgin, Joliet and Eastern Railway  
Erie Lackawanna Railway  
Fort Worth and Denver Railway  
Galveston, Houston and Henderson Railroad  
Galveston Wharves  
Green Bay and Western Railroad

Greenwich and Johnsonville Railway

Gulf, Mobile and Ohio Railroad

Illinois Central Railroad

Illinois Northern Railway

Illinois Terminal Railroad

Indiana Harbor Belt Railroad

Indianapolis Union Railway

Joint Texas Division of the CRI&P and FW&D Railway

Kansas City Southern Railway (including KCS affiliates at Milwaukee-Kansas City Southern Joint Agency)

Kansas City Terminal Railway

Kentucky and Indiana Terminal Railroad

Lake Superior Terminal and Transfer Railway

Lehigh and New England Railway

Lehigh Valley Railroad

Longview, Portland and Northern Railway

Los Angeles Junction Railway

Louisiana and Arkansas Railway

Louisville and Nashville Railroad, Monon Division

Maine Central Railroad

Portland Terminal Company

Manufacturers Railway

McKeesport Connecting Railroad

Minneapolis, Northfield and Southern Railway

Minnesota, Dakota and Western Railway

Minnesota Transfer Railway

Mississippi Export Railroad

Missouri-Kansas-Texas Railroad

Missouri Pacific Railroad (including Gulf District, DeQuincy Division and former Union Railway  
(Memphis))

Missouri-Illinois Railroad

Monongahela Railway

Montour Railroad

New Orleans Public Belt Railroad

New Orleans Union Passenger Terminal

New York, Susquehanna and Western Railroad

Norfolk and Western Railway -

Atlantic and Pocahontas Regions;

Lines of former New York, Chicago and St. Louis Railroad;

Lines of former Pittsburgh and West Virginia Railway;

Lines of former Wabash Railroad - East and West

Norfolk Southern Railway

Northampton and Bath Railroad

Ogden Union Railway and Depot Company

Oregon, California and Eastern Railway

Penn Central Transportation Company

Pennsylvania-Reading Seashore Lines

Peoria and Pekin Union Railway

Pittsburg and Shawmut Railroad

Pittsburgh and Lake Erie Railroad, including

Lake Erie and Eastern Railroad

Port Terminal Railroad Association

Reading Company

Iron Mountain Railroad

St. Joseph Terminal Railroad

St. Louis-San Francisco Railway

St. Louis Southwestern Railway

Seaboard Coast Line Railroad

Soo Line Railroad

Southern Pacific Transportation Company - Pacific Lines (including former El Paso and Southwestern System

and Nogales, Arizona, Yard)

Southern Railway

Alabama Great Southern Railroad (including former New Orleans and Northeastern Railroad)

Carolina and Northwestern Railway

Cincinnati, New Orleans and Texas Pacific Railway (including former Harriman and Northeastern Railroad)

Georgia Southern and Florida Railway

Interstate Railroad

New Orleans Terminal Company

St. Johns River Terminal Company

South Omaha Terminal Railway

Spokane International Railroad

Terminal Railroad Association of St. Louis

Texas and Pacific Railway (including former Midland Valley Railroad and former Kansas, Oklahoma and

Gulf Railway)

Fort Worth Belt Railway

New Orleans and Lower Coast Railroad

Texas Mexican Railway

Toledo, Peoria and Western Railroad

Toledo Terminal Railroad  
Union Pacific Railroad  
Union Terminal Company (Dallas)  
Union Terminal Railway-St. Joseph Belt Railway  
Washington Terminal Company  
Western Maryland Railway  
Wichita Terminal Association  
Youngstown and Northern Railroad

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EXHIBIT A

(Training)

-Subject to the Approval of the Courts.

1. Authorization applies on that part of the Camas Prairie Railroad covered by the Burlington Northern, In( . (former Northern Pacific Railway) schedule.
- 2 Authorization includes the Minneapolis industrial Railway.
3. Authorization excludes firemen on the former Louisville and Jeffersonville Bridge and Railroad of the former New York Central Railroad.

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FOR THE CARRIERS: FOR THE UNITED TRANSPORTATION UNION (E):

/s/ J. F. Griffin /s/ B. R. Calkins

J. F. GRIFFIN B. R. CALKINS

Washington, D.C., July 19, 1972

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972 T-1

Mr. M. W. Hampton

Assistant President

United Transportation Union

15401 Detroit Avenue

Cleveland, Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding that employees who on the effective date of Mediation Agreement, Case No. 9152, Sub 1, Sub. 2, Sub. 3 and Sub. 4, are engaged in an accelerated training program under exist ing agreements on individual railroads may continue their training program to completion in accordance with the terms of such agreements.

Yours very truly,

/s/ WILLIAM H. DEMPSEY

William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON

M. W. Hampton

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972 T-2

Mr. M. W. Hampton

Assistant President

United Transportation Union

15401 Detroit Avenue

Cleveland, Ohio 44107

Dear Mr. Hampton:

In accordance with our understanding, this is to confirm that, in the granting of vacations to firemen (helpers) subject to the provisions of the Operating Vacation Agreement of April 29, 1949, as amended, who have transferred (without a break in the employment relationship) to that class of service from a class of service not covered by an agreement held by an organization signatory to the Operating Vacation Agreement of April 29, 1949, all service rendered for the carrier in the class or classes of service not so covered will be counted in establishing the requirements of such Agreement as to the years of continuous service, the days of service rendered during the years of continuous service and the service rendered in the calendar year

preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the Operating Vacation Agreement.

Will you please confirm your acceptance of this understanding by affixing your Signature in the space provided therefor below.

Yours very truly,

/s/ William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON

M. W. Hampton

MANNING AND TRAINING

AGREEMENT

THIS AGREEMENT, made this 25th day of August 1978 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 the employees of such carriers shown thereon and represented by the United Transportation Union, Witnesseth:

IT IS HEREBY AGREED:

A. The parties hereto agree that the Agreement of July 19, 1972 relating to Manning and Training are hereby amended in the following respects:

1. Paragraph A of Article VI --Compensation During Training- of the July 19, 1972 Training Agreement is amended by adding as a new paragraph thereto the following:

"Notwithstanding the foregoing provisions, firemen, while being paid the weekly minimum rate provided for by this Paragraph A, shall receive additional pay for time spent in excess of 48 hours during a calendar week in on-the-job training. Such time will be paid for on a minute basis at an hourly rate equal to 3.125% of the weekly rate. "

NOTE: The above provision shall not apply on any carrier on which the weekly rate provided for in Paragraph VI, A does not apply unless within 30 days from the date of this Agreement the General Chairman elects to revert to such rate and so notifies the Carrier.

2. Article I-Employment of Firemen (Helpers)-of the July 19, 1972 Manning Agreement is amended by adding the following Note to Section 3(a):

"NOTE: For the purpose of this Section, the maximum applicable regulating factor applicable to yard engineers subject to a five-day work week Agreement will be not more than 26 days per month. "

3. Section 5 of Article III-Employment Protection and Exercise of Seniority-of the July 1, 1972

Manning Agreement is hereby amended by adding the following paragraph (I):

(i) Notwithstanding other provisions of this Section 5, a carrier may reduce the number of firemen on a seniority district equal to the reduction in the number of engineer positions of that district as the result of emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike; provided that the application of the foregoing shall not result in the furlough of firemen employed on or before September 7, 1978. As the number of engineer positions reduced because of emergency conditions are restored, an equal number of firemen furloughed under this provision will be returned to service. Any reduction in the number of engineer miles or days because of an emergency condition resulting in reduction in the number of firemen under this paragraph (i), will not be taken into account in the 14-day determinations under paragraphs (b) through (e) of this section. It is further understood and agreed that notwithstanding the foregoing, any employee that is affected by such an emergency force reduction and reports for work for his position without being previously notified not to report, shall receive 4 hours pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

#### 4. Interpretation Committee

A Committee consisting of two organization and two carrier members is hereby established with authority to issue agreed-upon interpretations of the provisions of the July 1, 1972 Manning and Training Agreements as modified by this agreement.

It is further understood that individual claims for compensation alleged to be due pursuant to such agreements shall be handled on the property in accordance with the rules governing the handling of claims and grievances, including time limit rules.

Within thirty days of the date of this agreement the parties hereto shall appoint their respective members of the Committee which shall promptly meet and agree upon rules of procedure for handling questions submitted for interpretation.

B. The rates of pay in the weight-on-drivers bracket 450,000 and less than 500,000 pounds will be the minimum standard rates of pay for firemen in yard service.

#### C. General Provisions

##### 1. Court Approval

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

##### 2. Effect of This Agreement

(i) This Agreement is in settlement of the dispute between the carriers listed in Exhibit A and the United Transportation Union growing out of the notices served by the United Transportation Union, dated on or about May 26, 1975. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect through March 31, 1981 and thereafter until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.

(ii) The parties to this Agreement shall not serve nor progress prior to January 1, 1981 (not to become effective before April 1, 1981) any notice or proposal relating to the July 19, 1972 Manning and Training Agreements, as amended, and any pending notices served by one party upon another pertaining to such matters, and not otherwise disposed of under paragraph (i) above and are hereby withdrawn.

(iii) The effective date of this Agreement shall be September 1, 1978.

SIGNED AT WASHINGTON, D.C. THIS 25th DAY OF AUGUST, 1978

FOR THE PARTICIPATING CARRIERS LISTED FOR THE EMPLOYEES REPRESENTED BY THE

IN EXHIBIT A: UNITED TRANSPORTATION UNION:

CHARLES I. HOPKINS, JR., Chairman AL H. CHESSER

C. F. BURCH R. R. BRYANT

A. E. EGBERS J. W. JENNINGS

F. R. ELTERMAN H. G. KENYON

G. L. FARR

I. R. NEIKIRK

C. E. MERVINE, JR.

GEORGE S. PAUL

L. W. SLOAN

ROBERT E. UPTON

NATIONAL RAILWAY LABOR CONFERENCE

1901 L Street, N.W., Washington, D.C. 20036 Area Code: 202-862-7200

Charles I. Hopkins, Chairman Robert Brown, Vice Chairman

W. L. Burner, Jr., Director of Research J. F. Griffin, Director of Labor Relations

D. P. Lee, General Counsel T. F. Strunck, Administrator of Disputes Committee

August 25, 1978

Mr. Al H. Chesser, President

United Transportation Union

14600 Detroit Avenue

Cleveland, Ohio 44107

This will confirm our understanding that in the application of Article IV of Mediation Agreement, Case A-9152, Sub.1. Sub.2., Sub. 3., and Sub. 4., dated July 19, 1972 (Training), a fireman (helper) successfully completing the training program shall be certified as a locomotive engineer in all classes of service on his seniority district, except, however, if agreement rules require additional qualification, such rules shall not be affected.

Will you please indicate your concurrence by affixing your signature in the space provided below.

Yours very truly,

/s/ C.I. HOPKINS, JR. C. 1. Hopkins, Jr.

I concur:

/s/ AL CHESSER

#### EXHIBIT A

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MAY 26, 1975, SERVED UPON VARIOUS RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE UNITED TRANSPORTATION UNION OF DESIRE TO REVISE THE UTU JULY 19, 1972 TRAINING AGREEMENT TO THE EXTENT INDICATED IN ATTACHMENT B, AND SUCH NOTICES AS MAY BE SERVED BY THE CARRIERS FOR (-ON CURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed, as indicated below, and with provisions of current schedule agreements applicable to employees represented by the United Transportation Union.

Akron & Barberton Belt Railroad

Alton & Southern Railway

Atchison, Topeka and Santa Fe Railway

Atlanta & Saint Andrews Bay Railway

Bangor and Aroostook Railroad

Bessemer and Lake Erie Railroad

Burlington Northern Inc.

Camas Prairie Railroad

Central of Georgia Railroad

Central Vermont Railway, Inc.

## THE CHESSIE SYSTEM:

Baltimore and Ohio Railroad

Baltimore and Ohio Chicago Terminal Railroad

Chesapeake and Ohio Railway

Western Maryland Railway

Chicago & Illinois Midland Railway

Chicago and North Western Transportation Company

Chicago and Western Indiana Railroad

\*Chicago, Milwaukee, St. Paul and Pacific Railroad

Chicago Short Line Railway

Davenport, Rock island and North Western Railway

Delaware and Hudson Railway

Denver and Rio Grande Western Railroad

Des Moines Union Railway

Detroit and Mackinac Railway

Detroit, Toledo and Ironton Railroad

Duluth, Missabe and Iron Range Railway

Duluth, Winnipeg & Pacific Railway

Elgin, Joliet & Eastern Railway

## THE FAMILY LINES SYSTEM:

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Louisville & Nashville Railroad

Clinchfield Railroad

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Illinois Terminal Railroad

Indiana Harbor Belt Railroad

Joint Texas Division of the CRI&P RR. and FW&D Ry.

Kansas City Southern Railway

Kentucky & Indiana Terminal Railroad

Lake Superior Terminal and Transfer Railway

Los Angeles Junction Railway

Louisiana & Arkansas Railway

Maine Central Railroad, Portland Terminal Company

Manufacturers Railway

McKeesport Connecting Railroad

Minneapolis, Northfield and Southern Railway

Minnesota, Dakota & Western Railway

Minnesota Transfer Railway

Missouri-Kansas-Texas Railroad

3. Missouri Pacific Railroad

Fort Worth Belt Railway

Missouri-Illinois Railroad

New Orleans and Lower Coast Railroad

Monongahela Railway

Montour Railroad

New Orleans Public Belt Railroad

Norfolk and Western Railway

Oregon, California and Eastern Railway

Peoria and Pekin Union Railway

Quanah, Acine and Pacific Railway

St. Joseph Terminal Railroad

4 St. Louis-San Francisco Railway

Soo Line Railroad  
Southern Railway  
Alabama Great Southern Railroad  
Cincinnati, New Orleans & Texas Pacific Railway  
Georgia Southern and Florida Railway  
Interstate Railroad  
New Orleans Terminal Company  
St. Johns River Terminal Company  
Spokane International Railroad  
Terminal Railroad Association of St. Louis  
Texas Mexican Railway  
Toledo, Peoria and Western Railroad  
Union Pacific Railroad  
Union Terminal Railway-St. Joseph Belt Railway  
Washington Terminal Company  
Youngstown and Northern Railroad

NOTES

\*Subject to the approval of the Courts.

1. Includes the former BR&P Territory, former Strouds Creek and Muddlety Territory and the Curtus Bay Railroad.
2. Covers the Monan Subdivision only.
3. Includes the former Texas and Pacific Railway.
4. Includes the AT&N District.

FOR THE CARRIERS: FOR THE UNITED TRANSPORTATION UNION:

CHARLES I. HOPKINS, JR. AL H. CHESSER

Washington, D.C., June 1, 1978

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE. N.W.. WASHINGTON D. C. 20036/AREA CODE: 242-659-9220

WILLIAM H DEMPSEY Chairman M. E. PARKS, Vice Chairman W. S. MACGILL, Asst. to Chairman

JAMES A.WILCOX. General Counsel H. E. GREER. Dir. of Research J. F. GRIFFIN.  
Administrative Secretary

July 19, 1972 T-1

Mr. M. W. Hampton

Assistant President

United Transportation Union

15401 Detroit Avenue

Cleveland. Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding that employees who on the effective date of Mediation Agreement, Case No. 9152, Sub.1, Sub.2, Sub.3, and Sub.4, are engaged in an accelerated training program under existing agreements on individual railroads may continue their training program to completion in accordance with the terms of such agreements.

Yours very truly,

William H. Dempsey

ACCEPTED:

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NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE. N.W. WASHINGTON D. C. 20036/AREA CODE: 242-659-9220

WILLIAM H DEMPSEY Chairman M. E. PARKS, Vice Chairman W. S. MACGILL, Asst. to Chairman

JAMES A.WILCOX. General Counsel H. E. GREER. Dir. of Research J. F. GRIFFIN.  
Administrative Secretary

July 19, 1972 T-2

Mr. M. W. Hampton

Assistant President

United Transportation Union

15401 Detroit Avenue

Cleveland, Ohio 44107

Dear Mr. Hampton:

In accordance with our understanding, this is to confirm that, in the granting of vacations to firemen (helpers) subject to the provisions of the Operating Vacation Agreement of April 29, 1949, as amended, who have transferred (without a break in the employment relationship) to that class of service from a class of service not covered by an agreement held by an organization signatory to the Operating Vacation Agreement of April 29, 1949, all service rendered for the carrier in the class or classes of service not so covered will be counted in establishing the requirements of such Agreement as to the years of continuous service, the days of service rendered during the years of continuous service and the service rendered in the calendar year preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the Operating Vacation Agreement.

Will you please, confirm your acceptance of this understanding by affixing your signature in the space provided therefor below.

Yours very truly,

William H. Dempsey

ACCEPTED:

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## MANNING AND TRAINING

### AGREEMENT

THIS AGREEMENT, made this 25th day of August 1978 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 the employees of such carriers shown thereon and represented by the United Transportation Union, Witnesseth:

#### IT IS HEREBY AGREED:

A. The parties hereto agree that the Agreement of July 19, 1972 relating to Manning and Training are hereby amended in the following respects:

1. Paragraph A of Article VI - Compensation During Training- of the July 19, 1972 Training Agreement is amended by adding as a new paragraph thereto the following:

“Notwithstanding the foregoing provisions, firemen, while being paid the weekly minimum rate provided for by this Paragraph A, shall receive additional pay for time spent in excess of 48 hours during a calendar week in on-the-job training. Such time will be paid for on a minute basis at an hourly rate equal to 3.125% of the weekly rate. ”

NOTE: The above provision shall not apply on any carrier on which the weekly rate provided for in Paragraph VI, A does not apply unless within 30 days from the date of this Agreement the General Chairman elects to revert to such rate and so notifies the Carrier.

2. Article I-Employment of Firemen (Helpers)-of the July 19, 1972 Manning Agreement is amended by adding the following Note to Section 3(a):

"NOTE: For the purpose of this Section, the maximum applicable regulating factor applicable to yard engineers subject to a five-day work week Agreement will be not more than 26 days per month. "

3. Section 5 of Article III-Employment Protection and Exercise of Seniority-of the July 1, 1972 Manning Agreement is hereby amended by adding the following paragraph (I):

(i) Notwithstanding other provisions of this Section 5, a carrier may reduce the number of firemen on a seniority district equal to the reduction in the number of engineer positions of that district as the result of emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike; provided that the application of the foregoing shall not result in the furlough of firemen employed on or before September 7, 1978. As the number of engineer positions reduced because of emergency conditions are restored, an equal number of firemen furloughed under this provision will be returned to service. Any reduction in the number of engineer miles or days because of an emergency condition resulting in reduction in the number of firemen under this paragraph (i), will not be taken into account in the 14-day determinations under paragraphs (b) through (e) of this section. It is further understood and agreed that notwithstanding the foregoing, any employee that is affected by such an emergency force reduction and reports for work for his position without being previously notified not to report, shall receive 4 hours pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

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It is further understood that individual claims for compensation alleged to be due pursuant to such agreements shall be handled on the property in accordance with the rules governing the handling of claims and grievances, including time limit rules.

Within thirty days of the date of this agreement the parties hereto shall appoint their respective members of the Committee which shall promptly meet and agree upon rules of procedure for handling questions submitted for interpretation.

B. The rates of pay in the weight-on-drivers bracket 450,000 and less than 500,000 pounds will be the minimum standard rates of pay for firemen in yard service.

### C. General Provisions

#### 1. Court Approval

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

#### 2. Effect of This Agreement

(i) This Agreement is in settlement of the dispute between the carriers listed in Exhibit A and the United Transportation Union growing out of the notices served by the United Transportation Union, dated on or about May 26, 1975. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect through March 31, 1981 and thereafter until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.

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SIGNED AT WASHINGTON, D.C. THIS 25th DAY OF AUGUST, 1978

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August 25, 1978

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/s/ AL CHESSER

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Southern Railway  
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Interstate Railroad  
New Orleans Terminal Company  
St. Johns River Terminal Company  
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FOR THE CARRIERS: FOR THE UNITED TRANSPORTATION UNION:

CHARLES I. HOPKINS, JR. AL H. CHESSER

Washington, D.C., June 1, 1978