

## **AGREEMENT**

between the

**UNION PACIFIC RAILROAD COMPANY**

and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

(U. P. Eastern District)

### **CONTINUING OPERATING RULES EDUCATION (C.O.R.E.)**

In a joint effort by management and labor to promote safety, improve employee performance and to ensure that all employees are well schooled on matters pertaining to compliance with Safety and Operating Rules, the Company has announced the availability of a voluntary educational program which, when appropriate, will serve as an alternative to discipline.

The program may include classroom instruction as well as on-the-job training. THEREFORE, IT IS AGREED:

#### **Section 1.**

(A) The use of an educational program as an alternative to discipline (deferred days, suspension, dismissal, etc.) shall be at the mutual consent of the Superintendent and the employee.

(B) The offer of education as an alternative to discipline will be made in those instances involving an Operating Rule(s) infraction where the preliminary review indicates that the employee(s) will benefit from classroom instruction and/or on-the-job training.

#### **Section 2.**

(A) The C.O.R.E. Program, which may consist of classroom instruction, on-the-job training, and/or classes at the Salt Lake City Training Center, will concentrate on the rules involved in the violation. It is also anticipated the class will cover the importance of compliance with Safety and Operating Rules and the importance of establishing and maintaining a good work record.

(B) The classes will be from one to five days in duration and will not exceed eight hours per day. Classes at the Salt Lake City Training Center may be considered as part of, or as an extension of the educational program.

(C) Upon completion of the class, the employee will be required to take and pass a written examination with a minimum test score of 85%. An employee failing the examination may be required to repeat the class. A second failure will activate formal disciplinary proceedings in connection with the Operating Rules incident initially placing the employee under this Agreement.

### **Section 3.**

(A) Classes will ordinarily be held at the Superintendent's office. This does not, however, preclude classes being held at other locations should conditions warrant. The Carrier will limit the class to 10 participants as nearly as practicable.

(B) There will be an instruction team (or teams) made up of craft representatives. In addition, an alternate for each team member will be selected who will act as a substitute in the absence of the regular instructor. Each Organization signatory hereto shall submit within thirty days of the effective date of this Agreement a list of members of the Organization who, in the judgment of the Organization, are best qualified to act as instructors. The Carrier shall select the instructors, and alternates, who shall participate in the Program from the lists submitted by the Organizations.

(C) Employees participating as instructors will serve in that capacity for 24 months, the last month of which will be devoted to training of newly selected instructors in order to provide for a smooth and orderly transition. The instructor will have the option to extend his participation for an additional term subject to the approval of the Carrier.

(D) An instructor may be relieved of his duties as an instructor by agreement between the Carrier and the Organization representing the instructor.

(E) Employees participating as instructors shall be paid for all time lost and for all expenses incurred while participating in the CORE Program. They will not be considered as Carrier officers nor as non-agreement personnel while serving as instructors.

**NOTE 1:** Instructors can be paid one of three ways at their option:

Option 1 - payment on a daily basis at the instructor's rate.

Option 2 - test period earnings calculated on a per-day basis computed in line with the Amtrak Appendix C-1 methodology considering both earnings and time to develop an individual hourly rate.

Option 3 - lost time.

**NOTE 2:** Instructors will be reimbursed for reasonable and necessary actual expenses. Receipts will be required. The expenses will be processed through the Superintendent's office.

(F) The Carrier shall train the instructors and shall assist in developing the program. The Carrier shall also provide the classroom and office space and equipment necessary to properly administer the program.

#### **Section 4.**

(A) The employees who are required to attend class at a location other than their home terminal will receive one (1) round trip transportation allowance and will be provided lodging at a Company approved facility. A second round trip will be paid if required to repeat the class or take additional training pursuant to Section 2(B).

(B) Employees who reside at a location other than their home terminal and distance precludes driving on a daily basis may request lodging, if available, at a Company facility.

(C) Employees who are required to attend a training class at Salt Lake City will be reimbursed for expenses for meals, lodging and necessary transportation as arranged by the Training Center.

#### **Section 5.**

An employee who has elected to participate in the program may withdraw at any time by notifying the Superintendent in writing, in which event the formal discipline procedures will be activated as described in Section 2(c).

#### **Section 6.**

The parties recognize that this CORE Program may attract voluntary participation from employees who may not be charged with or involved in a rules violation and who desire to further their understanding of the Operating Rules. These employees will be allowed to participate in the Program when the manpower situation permits, on a space-available basis on their own time and at their own expense. This participation shall have no bearing or effect on any future disciplinary action in which such employee may subsequently be involved, or upon the employee's right to use the Program under the terms of this Agreement.

#### **Section 7.**

Except as provided in Section 6 above, a notation showing participation in CORE training will be made in the employee's record. That notation will show the date of the triggering incident and the rules involved. The notation, however, is not discipline and can have no disciplinary effect.

**Section 8.**

This Agreement shall become effective August 1, 1998, and thereafter may be terminated by the serving of thirty (30) days' written notice by any party upon the others.

FOR THE ORGANIZATION:

/s/ Michael Young  
Michael Young  
General Chairman BLE

FOR THE CARRIER:

/s/ T. L. Wilson, Sr.  
T. L. Wilson, Sr.  
Director Labor Relations

/s/ L. A. Lambert  
General Director  
Labor Relations