

APPENDIX G – INSTRUCTION & TRAINING

MEMORANDUM OF

AGREEMENT

#1810019429

between the

UNION PACIFIC RAILROAD COMPANY

for the territory

EASTERN DISTRICT

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

INSTRUCTION-EXAMINATION CLASSES-OPERATING RULES

The parties signatory hereto fully endorse adherence to the Operating Rules and recognize the importance of instruction and examination on such rules in order to ensure that employees complete their duties safely and efficiently.

ACCORDINGLY, in regard to Instruction and Examination classes on Operating Rules, the parties hereby agree to the following conditions:

1. When notified by Carrier, employees will be required to attend Instruction-Examination classes covering Operating Rules, Special Instructions, General Orders, General Notices, Safety, Radio, General Rules, Air Brakes and Train Handling Instructions, and Instructions for handling hazardous materials.
2. Employees required to attend the aforementioned Instruction-Examination classes will be paid in one of the following manners:
 - (a) Attendance during off duty hours will be paid from the time required to report until released, with a minimum of four (4) hours at the basic pro-rata rate of the last service performed.

NOTE: This includes employees who can attend classes immediately prior to or at the completion of their tour of duty, provided the employees have sufficient time under the Hours of Service Act.

- (b) Employees who are not afforded an opportunity to attend class during their off-duty hours will be paid for all time lost.

3. Employees who have completed their tour of duty will not be required to attend rule classes later in the day without at least eight (8) hours of proper rest. Further, employees required to attend classes will not be required to protect their assignments later in the day without at least eight (8) hours of proper rest
4. Employees will be given adequate advance notice of the available Instruction-Examination classes which will include the dates and times in which Instruction-Examination classes will be held. An employee must attempt to attend a class during his/ her off-duty hours unless such advance notice of classes clearly indicates that the employee will not be afforded such opportunity.
5. Employees required to attend Instruction-Examination classes at other than their home terminal will be reimbursed for necessary auto mileage at the prevailing rate for the use of personal automobiles.
6. Employees will be given and required to pass written examinations which will consist of questions relative to the rules, instructions etc., as set forth in Item 1. An employee who fails to satisfactorily pass the required examinations will be re-examined after having received instructions on the subject matter contained in such examinations. The instructions and re-examinations provided to the employee will be without any compensation.
7.
 - (a) If an employee fails to pass the required examinations after two (2) attempts, such employee will be required to consult with the Superintendent or designated representative and his/ her local chairman for the purposes identifying and possibly overcoming any problems associated therewith. Employees will be withheld from further service until such time as they have successfully passed all required examinations. The additional training and re-examinations will be without compensation to the employee.
 - (b) After the second failure of the operating examination, the employee will be given six months in which to successfully pass such examination. The employee will be given at least one opportunity per month during this time to pass the examination. At the completion of six months, if said employee has still failed to pass the necessary examinations, that employee will automatically terminate all seniority and employment rights with the Carrier. It is understood that the Organization retains the right to handle any such termination by appealing the termination directly to the highest level of appeal under the applicable time claims/ discipline procedures. In the event the parties upon appeal do not reach an accord on the employee's termination, the Organization has the right to forward the dispute for final and binding resolution through the arbitration process set forth in the Schedule of Agreement as well as the Railway Labor Act
8. An employee who fails to attend the required Instruction-Examination class without good cause will be withheld from service until such time as such employee attends the required class. The Carrier will upon request of the employee, arrange for another Instruction-Examination class as soon as possible. The subsequent Instruction-Examination class will be without compensation to the employee.

9. It is understood that where any Agreement rules, procedures and/or understandings are in conflict with this Memorandum of Agreement, the provisions of this Agreement will prevail.
10. The terms and conditions of this Memorandum of Agreement shall be effective September 1, 1994, and should continue in effect except as may be modified or amended under the provisions of the Railway Labor Act.

Signed this 26th day of September, 1994.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ Michael Young
M. A. Young
General Chairman, BLE

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

/s/ A.C. Hallberg
A C. Hallberg
Director Labor Relations

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

SYSTEM AGREEMENT - INSTRUCTOR ENGINEERS

The Carrier may utilize Locomotive Engineers to provide on-the-job training to student Engineers. Such training will be delivered by Locomotive Engineers designated as 'Instructor Engineers' during their working trips, subject to the following:

Instructor Selection/Retention

1. The Carrier will determine the number of Instructor Engineers needed in a particular territory.
2. The availability of that number of Instructor Engineer designations will be advertised.
3. The appropriate Carrier officer and the BLE Local Chairman will review the applications and select the successful applicants. In order to ensure that the most qualified applicants are selected, consideration should be given to the following factors:
 - Skill as a Locomotive Engineer.
 - Communication skills.
 - Safety/discipline record.
 - Experience as a Locomotive Engineer.
 - Seniority.

As the purpose is to select the most qualified applicants, the parties must display the utmost objectivity and fairness in making their-selections.

In the unlikely event that the Carrier Officer and Local Chairman are unable to agree on selection, the selection will be made by the Carrier officer.

4. The Carrier will develop and utilize a feedback mechanism, which will allow student Engineers to evaluate Instructor Engineers. The appropriate Carrier Officer and BLE Local Chairman will periodically review the evaluations for the purpose of identifying performance deficiencies.
5. Where appropriate, the Carrier officer should consult with the Instructor Engineer and the BLE Local Chairman in an attempt to correct any performance deficiencies prior to removal. The Carrier may remove a particular Locomotive Engineer from the list of designated Instructor Engineers.
6. Instructor Engineers may voluntarily relinquish their designation as such.

Training Conditions

1. Instructor Engineers will be responsible for the proper supervision of student Engineers during their on-the-job training.
2. Instructor Engineers will permit student Engineers to operate the locomotive and perform other functions of an Engineer.
- 3.

The Instructor Engineer will not be held responsible for broken knuckles, damaged drawbars, or rough handling or missed platforms when the locomotive is operated by the student Engineer.

Instructor Engineers will not be held responsible for rule violation(s) committed by the student Engineer so long as the Instructor took every reasonable precaution to prevent the rule violation(s) and alleged negligence on the part of the Instructor Engineer nether caused nor directly contributed to the rule violation(s).

1. The Instructor Engineer will complete any required report regarding the performance of the student Engineer.

Compensation

1. Instructor Engineers will receive one of the following allowances, in addition to all other earnings, for each tour of duty with a student Engineer or with an Engineer taking a recertification trip required by the FRA to maintain his or her Locomotive Engineer's license:

Yard Service: \$14.00

Road Service (including local and road switcher): \$ 28.00

NOTE: The foregoing allowances are "frozen" (i.e. not subject to future wage increases).

INSTRUCTOR ENGINEERS

The parties recognize that it is the intent of this agreement to provide sufficient Engineer instructors to meet the needs of the service. This benefits currently working Engineers because it assists in providing additional manpower to meet the needs of new business and the normal attrition of current Engineers. The interruption of training due to an insufficient number of trainer applicants or the voluntary relinquishment of trainer positions could adversely affect the training of student Engineers and result in current Engineers working additional assignments.

Therefore, if a sufficient number of applicants are not received in a given area or voluntary relinquishment of trainer assignments causes an insufficient number of trainers to meet the needs of the service, then the Carrier may revert to the former method of assigning students to Engineers in that area and the pay provisions that existed previously shall also apply.

LETTER INDICATING AGREEMENTS NO LONGER APPLICABLE

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET, OMAHA, NEBRASKA 68179 (402) 271-3796

L.
GENERAL
LABOR REALTIONS-OPERATING WEST

A.

LAMBERT
DIRECTOR

File: 550.30-1

MR. D L STEWART
GENERAL CHAIRMAN BLE
44 NORTH MAIN
LAYTON UT 84041

MR. M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE
CHEYENNE WY 82001

Gentlemen:

The new "System Agreement - Instructor Engineers", (Attachment (c) of the 1996 System Local Agreements), was effective June 1, 1996. As a result of this new agreement, the following basic Schedule of Agreements are no longer applicable:

Agreement of February 1, 1979

For the Territories Los Angeles/Salt Lake (California Division) and the Northwestern District - Oregon Division

Appendix 37 of the Basic Schedule of Agreement

For the Territories Salt Lake City/Butte and Granger/Huntington (Idaho Division)

Appendix "O" of the Basic Schedule of Agreement

For the Territory Eastern District

Agreement of May 14, 1974, as Amended

For the Territory Feather River Division (Western Pacific)

In addition, all other agreements, understandings, or interpretations relative to Engineer Instructors and/or pay thereof are also no longer applicable.

Yours truly,

/s/ L. A. Lambert

L. A. Lambert

SYSTEM AGREEMENT - PEER TRAINING

The parties recognize that several factors including FRA licensing, new technology, rules exams, fuel conservation, etc., have created a need for more expanded training programs. Due to the ebb and flow of training opportunities and the benefits that arise from the use of peer training, the parties agree that the Carrier may supplement its training program with peer-trainers as follows:

- 1) The Carrier may develop a pool of peer trainers in two classifications called (1) classroom peer trainers and (2) field peer trainers. An employee may be qualified as both a classroom and field peer trainer.
- 2) The Carrier may post notices for a seven (7) day period advertising a specific number of classroom and/or field peer trainer positions. It is anticipated that the positions will be established at major home terminals but the parties recognize that trainers may be sent to smaller terminals to assist in training. Trainers may also travel to other major home terminals to train new trainers. The positions will be for a one-year period and then rebulletined.

NOTE 1: Peer trainers who are working as such at the end of the one year period will finish their assignment but will not begin a new peer training assignment unless selected for a new one-year period.

NOTE 2: At terminals where more than one seniority district works, i.e. Salt Lake City, it is not necessary to have trainers from each seniority district. A trainer may train Engineers from multiple seniority districts.

NOTE 3: Engineers holding seniority at a given location will be used as trainers unless business levels are such that it would create a shortage or continue a shortage of Engineers at that location. In these instances, trainers from an area of surplus may be used. In Notes 2 and 3, field rides will only be given after a peer trainer is familiar with the territory.

- (a) The Local Chairmen will collect the applications and review them with the designated Carrier Officer. If the list of applicants is equal to or greater than twice the number of positions posted, the two parties will then eliminate one name each on an alternating basis (Local Chairmen first) until the number remaining equal the number of trainer positions posted.
- (b) If the number of applicants is less than twice the number, the Local Chairman and Carrier Officer may accept the list as is to make their selections or they may add to the list (Carrier Officer first) until twice the number of Engineers are on the list. The parties will then finalize the list per (a) above.
- (c) The Engineers selected will be designated as Trainers subject to the terms and conditions of this agreement.

NOTE 1: The non-selection of an Engineer as a trainer does not reflect on the ability of an Engineer to handle a train but recognizes that trainer skills are different

skills.

NOTE 2: Should the Local Chairmen not produce a list of applicants and/or proposed trainers, then the General Chairman will do so in a timely manner.

Peer trainers may be used for any training needs for Engineers or the public such as but not limited to:

- i. Red Block.
- ii. Operation Life Saver.
- iii. New equipment - including distributive power.
- iv. Rules exams.
- v. Check rides - pre-certification, familiarization and others.
- vi. Simulator.

Pilot service - terminal and road familiarization in connection with mergers, trackage rights, new ID runs, etc.

- a. is recognized that work in each area will overlap and claims will not be filed Classroom peer trainers will be primarily used in classroom settings, including rules exams, Red Block, Operation Life Saver, etc.
- b. Field peer trainers will be primarily used in the field including check rides, hostler training, new equipment, simulators, pilot service, etc.

Employees designated as both classroom and field peer trainers maybe used in either capacity. The two classifications of trainers are meant as guidelines and it because of any overlap.

The Carrier may require additional training for peer trainers designed to enhance their ability to perform peer training duties. When sent to another location for additional training or to train others, they will be reimbursed for actual travel expenses as arranged by the Carrier. Employees who receive permission to drive their own automobile will be reimbursed at the then current mileage rate. Employees must turn in expense account forms showing actual travel and meal expenses and receipts where required by Carrier policy.

When a training need arises, the Carrier will select a peer trainer(s) from the pool of trainers and assign the trainer(s) to the assignment. If the assignment is anticipated to be 30 days or less, the vacancy, caused by the trainer leaving their regular assignment, will be treated as a temporary vacancy under existing rules. If it is anticipated that the vacancy will be for 31 days or longer, then as a permanent vacancy under existing rules.

7) Peer trainers shall be paid as follows:

- a) Trainers who work in a classroom or simulator setting shall be paid \$230 per day.
- b) Trainers who work in the field (on moving locomotive units) will be paid the greater of \$230 per day or one hundred fifteen(115) percent of their prior years' earnings used to determine their 1/52 vacation pay. The percentage amount shall be divided by 365 and a daily rate shall be established.

- c) The rate (\$230 or 115%) shall be paid for each day the trainer is withheld from their regular assignment due to their training assignment. The payment, either the percentage amount or the minimum amount shall be for all services rendered and no other payment, overtime or arbitrary of any kind shall be paid.

Example 1: The trainer, working in pool freight service, is notified to teach rules exams the following week beginning on Monday. If his/her pool turn normally would arrive back in town no later than Saturday at 11:59 p.m., he/she will work the turn and begin training Monday through Friday and be paid five days at \$230 per day. If his/her pool turn leaves on Friday (the last day of training) and returns on Saturday, then he/she will receive another day's pay for Saturday. If the original pool turn does not leave until the Saturday before the training begins, the trainer will be paid two additional days at \$230 for the Saturday/Sunday missed days of the regular turn.

Example 2: The rate using the percentage factor is \$265 per day. A trainer is used to work with an Engineer on distributed power between two terminals. The trainer is used on Monday to the far terminal and Tuesday back, the same days his regular assignment worked. The trainer is paid \$265 per day.

- d) Any Engineer working as a trainer will be treated as occupying the highest rated position available for purposes of computing any applicable protection.

It is understood that all time spent serving in any program addressed by this Agreement is considered the same as marked up and available for guarantee purposes. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and vacation earnings.

2008 PEER TRAINING AGREEMENT MODIFICATION

D K Peitzmeier
Director - Labor

Relation

June 6, 2008

LOA #1206060829
550.65

MR. M. A. YOUNG
GENERAL CHAIRMAN BLET
1620 Central Avenue, STE 203
CHEYENNE, WY 82001

Dear Sir:

This is in reference to our joint efforts to modify the BLET System - Peer Training Agreement. As you are aware, the BLET System Agreement utilizes the experience of Engineers as peer trainers, The parties recognize several factors have created a need for more expanded training programs/processes. Therefore, the parties have agreed to amend the BLET System Agreement - Peer Training rate as set forth herein.

Effective on the first day of the payroll period immediately following the date this Letter of Understanding is signed, wherever the rate of \$230.00 appears in Paragraph 7 of the "System Agreement - Peer Training" will be increased to a daily rate of \$250.00 per day, subject to all legal deductions including but not limited to applicable federal, state and/or Railroad Retirement deductions/withholdings. Effective June 30, 2008 this rate of pay will be subject to all future applicable general wage and cost-of-living adjustments (including retroactive general wage increases of the 2006 BLET National Agreement). This rate of pay applies to all BLET Peer Trainers and is not retroactive.

The parties mutually commit to negotiations to address outstanding concerns including, but not limited to, the selection of peer trainers and additional compensation in an expedited manner on a non-referable and without prejudice basis.

If the foregoing properly reflects our understanding, please so indicate by affixing your signature in the space provided below.

Yours truly

/s/ D.K. Peitzmeier

/s/ Michael Young
General Chairman BLE

Date June 10, 2008