

**MEMORANDUM OF AGREEMENT
#2112019629**

between the

**UNION PACIFIC RAILROAD COMPANY
For the Territory
Oregon Division
(Northwestern District)**

and the

UNITED TRANSPORTATION UNION (C,T&Y)

**REVISION OF RULE 71 - PROMOTION TO CONDUCTOR
FOURTH AND FIFTH SENIORITY DISTRICTS**

With the adoption of the Modified Crew Consist Agreement and the Conductor-Only Agreement, the work opportunities available to perform brakeman or helper service has decreased significantly which in turn has limited employees' opportunities for promotion to Conductor.

In this regard, the parties recognize the need to provide an expeditious procedure for promotional opportunities without in any manner sacrificing the importance of safety. Therefore, in an effort to improve such promotion opportunities, the parties have agreed that Rule 71 of the UTU Schedule of Agreement, as well as all side letters and/or understandings pertaining thereto, will hereby be amended for the Fourth and Fifth Seniority Districts to now read as follows:

RULE 71 - PROMOTION TO CONDUCTOR

In filling vacancies in the ranks of Conductors, employees will be in line for promotion according to seniority on their respective seniority districts and their ability to perform the duties of Conductors.

- (a) Yardmen/trainmen who have at least two (2) or more years experience in train or yard service on the district where the employee holds rights will be offered promotion to Conductor in the order of their standing as a Brakeman.
 - 1. Employees will be compensated a basic day at the rate of the last service performed for the day(s) necessary in taking the Conductor Promotion Examination.
 - 2. If an employee fails to successfully pass the Conductor Examination, such employee will be required to consult with the designated Carrier and Organization representatives for the purpose of identifying and possibly overcoming any problems associated therewith. Subsequent to that conference, the employee will be provided a second opportunity to pass such examination, which will be given not less than ten (10) days, but not more than thirty (30) 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 mutually agreed otherwise.
 - (i) An employee failing to pass the second examination will terminate all service with the Carrier if such employee was hired subsequent to October 31, 1985.
 - (ii) For employees hired prior to November 1, 1985, such employees will be subsequently required to qualify as a Conductor in reverse seniority order if, additional Conductors are needed on their seniority district and there are no junior employees available for promotion. Employees successfully qualifying for Conductor will establish a seniority date on the day passing the examination. An employee failing to qualify for promotion under this Sub-Section (ii) will forfeit all rights to work in train or yard service until such employee successfully qualified as a Conductor.
- (b) Yardmen/trainmen having less than the two (2) years of experience, may be offered promotion to conductor with such employees placed into a formal Conductor Trainee Program as follows:
 - 1. 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.
 - 2. Examinations will be prepared and administered by the Carrier.

3. The training program as well as any intended substantial changes therein shall be reviewed from time to time by the Carrier Representative and the General Chairman.
4. The General Chairman shall be furnished the name and address of each Conductor Trainee entering the training program, and the date they are placed in training.
5. 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, Conductor Trainee(s) 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 own expense.
6. As near as practicable, training days will be scheduled not to exceed eight (8) hours, it being recognized however that single trips for on-the-job training may of necessity exceed such hours.
7. Conductor Trainee(s) 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 train/yard service employee can be used. On days Conductor Trainee(s) assigned to a scheduled training program are not scheduled for training, they will not be permitted to exercise their seniority or perform extra service. If, however, the lack of available employees necessitates the use of a Conductor Trainee(s) in other service during a scheduled training program, his/her earnings for that service will be in addition to the training rate set forth in Item 16 of this Rule.
8. A Conductor Trainee will not be required to make on-the-job training trips on another seniority territory/district other than that for which he/she is being trained, unless mutually agreed to by the Organization and the Carrier.
9. If a Conductor Trainee who, after starting the training program, is 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 such trainee must start the program at the beginning or at another point in the program will be made by the Carrier Instructor(s) after consulting with the General Chairman or his designated representative.
10. If not otherwise provided by the Carrier, Conductor Trainee(s) 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 thirty (30) miles from their place of residence.

11. A Conductor Trainee(s) undergoing on-the-job training shall receive lodging accommodations or allowances in lieu thereof and meal allowances as provided under the applicable UTU(C&T) Agreements.
 12. Adequate records of Conductor Trainee(s) on-the-job and classroom training progress shall be maintained by the Carrier and, upon request, be reviewed with the General Chairman.
 13. When, in the opinion of the Carrier Instructor(s), it becomes apparent that a Conductor Trainee(s) will not complete the training satisfactorily, such employee will be required to consult with the Carrier Instructor(s) and the General Chairman or designated representative for the purpose of identifying and possibly overcoming any problems.
 14. If a Conductor Trainee(s) participating in this training program fails to pass the required final examination on the first attempt, such employee will be given a second opportunity to pass such examination. The second examination will be taken not less than ten (10) days nor more than thirty (30) days following failure of the first examination. The second examination will be held at the same point as the first examination, if practicable, unless mutually agreed otherwise. During the period while awaiting and taking the second examination, the Conductor Trainee(s) will continue to take student trips or attend any classroom instructions given to other Conductor Trainee(s), and will retain the same seniority standing/or position on the Conductor's Seniority Roster as though the trainee had passed the required examination on the first attempt.
 15. Failure to complete the training program in accordance with the terms of this Rule or failure to pass the final examination on the second attempt will result in the Conductor Trainee's termination from all service of the Carrier, if such employee was hired subsequent to October 31, 1995.
 16. A Conductor Trainee(s) shall be paid a Conductor Trainee rate of pay of \$117.44 per day which is subject to general wage adjustments including COLA, if applicable.
- (c) Yardman/trainmen successfully completing the Conductor Promotion Examination under Section (a) or (b) of this rule shall be certified as a qualified Conductor and shall be awarded a certificate so stating. The employees' conductor seniority date will be the day they pass the examina-


tion with the class ranking based on the employees same relative standing as their brakemen seniority. This Conductor ranking does not apply however to employees who are forced to Conductor promotion under Section (a)(2)(ii) of this Agreement. The Carrier shall furnish the General Chairman with the names of the employees so certified along with the date of such certification and their conductor's seniority standing. Additionally, the Carrier will post in January and July of each year a roster of Conductors and Trainmen giving their standing and seniority dates. Employees will thereafter have sixty (60) days after such posting in which to protest seniority standings or the absence of such standings. Thereafter, no further change will be made in the seniority rosters of Conductors, unless those protests under appeal.

- (d) When a Conductor Trainee(s) participating in the training program under Section (b) of this Rule is required to receive on-the-job training, the Local Chairman and Carrier representative will mutually select Conductor(s) who will assist the Conductor Trainee(s) in training with the responsibilities and functions of Conductors under actual working conditions.
 - 1. The presence of a Conductor Trainee(s) will not affect the payment of any productivity fund payments and/or Special Allowance to regular crew members if they otherwise would be entitled to same or any other payment under applicable rules and/or agreements.
 - 2. Conductors will be required to complete progress reports on Conductor Trainee(s), as may be directed by the Carrier.
 - 3. Conductors will be compensated an additional \$1.00 for each hour of actual training. Time spent in deadheading or waiting for transportation after being relieved from service will not be considered as training time.
- (e) An employee who is unavailable for a Conductor promotion class due to a leave of absence, sickness or other causes beyond his/her control will be provided promotional opportunities at the first available opportunity upon their return to active service. Should such employee avail himself-herself to the first available class, the employees' promotion date will be based on the original promotion class.
- (f) Non-promoted employees who perform service as a Conductor in emergency cases will not be considered as a promoted Conductor.
- (g) The provisions for promotional opportunities set forth in this rule will apply prior to Carrier employing newly hired Conductors.

- (h) 1. If a new employee who has transferred and/or is in a transfer/borrow-out status has passed the Carrier's requisite Conductor's examination at his/her previous work location, said employee shall be considered a qualified Conductor on the territories governed by this Agreement. In the interest of safety, however, said employee must work thirty (30) days in the territory which must include two (2) trips as a Brakeman over the road territory prior to being permitted to work as a Conductor. At points where road trips are worked both sides of a terminal, two (2) trips must be worked on each side. If the Carrier requires the employee to accept promotion (work as a Conductor) the Carrier will pay the miles of the assignment on which the required student trips are taken, as though the employee had worked the assignment. If the road trips are not worked due to seniority constraints, the employee may request to take student trips in lieu of working trips.
2. Transfer/borrow-out employees who have not been promoted to Conductor will be governed by the provisions set forth in this Rule 71.
- (i) The provisions of this Memorandum of Agreement will become effective December 1, 1996, and will remain in full force and effect for a period of one (1) year. At the expiration of the one (1) year, the parties will meet to review all of the elements of this new Rule 71 and at that time either party reserves the right to cancel this Agreement by the serving of a one-hundred and twenty (120) day advance notice.
- (j) Any Agreement Rules, side letters or understandings that may be in conflict with this Agreement will be superseded by the provisions of this Agreement.

Signed this 17th day of December, 1996.

**FOR THE
UNITED TRANSPORTATION UNION:**


L. L. Nelson
General Chairman UTU

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**


G. A. McIntosh
Assistant Director Labor Relations


L. A. Lambert
General Director Labor Relations