

MEMORANDUM OF AGREEMENT

#2211140829

(550.65)

Between

UNION PACIFIC RAILROAD COMPANY

And the

**UNITED TRANSPORTATION UNION
Eastern District**

PEER TRAINING AGREEMENT

The parties recognize that factors such as new or enhanced technology, FRA reporting requirements, the interest in improving employees performance and safety through training, etc., have created a need for expanded training programs. The use of peer trainers has proven to be an effective means to support various training programs. Accordingly, the parties agree the Carrier may supplement its training programs with peer trainers as follows:

1. The Carrier may develop a pool of peer trainers for both classroom and field training purposes. The Carrier will determine the number of peer trainers in the pool.
2. The appropriate Carrier Officer(s) and the UTU General Chairman, or his designated representative(s), will work together to select peer trainer candidates who, in the judgement of the parties, are best qualified to act as peer trainers. It is anticipated the positions will be established at major home terminals but the parties recognize that the trainers may be sent to any terminal to assist with training. Trainers may also be required to train new trainers.
3. Employees selected as peer trainers will serve in that capacity for a minimum of twenty-four (24) months subject to the following:
 - (a) Employees participating as peer trainers will attend all necessary classes to qualify as a trainer.

- (b) If necessary, the last month of the assignment will be devoted to assisting with training replacement(s).
 - (c) Peer trainers involved in an ongoing training assignment at the expiration of the two (2) year period will be permitted to complete the assignment.
 - (d) The parties may agree to extend an individual's peer training assignment an additional one (1) year each anniversary date following the expiration of the first two (2) year term.
 - (e) Peer trainers will be required to maintain proficiency as conductor/brakeman/yardman while assigned to the peer training pool by taking all required examinations.
 - (f) A peer trainer may be relieved of his/her duties at the Carrier's discretion during a two (2) year or an extended term due to diminished demand for his/her services as a peer trainer. If recalled by the Carrier to again serve as a peer trainer, such service shall be for the remainder of the term.
 - (g) A peer trainer may be relieved of his/her duties as a peer trainer by the Carrier and/or General Chairman for cause or by mutual agreement between the Carrier and the Organization.
4. Peer trainers may be utilized for any training needs including, but not limited to, the following classroom and on-the-job training. The Carrier and General Chairman may agree to expand the categories listed below, if the need arises:
- (a) Rules examination.
 - (b) Familiarization.
 - (c) ATCS training.
 - (d) Electronic tie-up.
 - (e) FRA reporting.
 - (f) TCS skills.
 - (g) Hump system.
 - (h) Conductor/foreman training.
 - (i) Industrial switching/spotting instructions.
 - (j) Remote control locomotives.

Employees may be proficient or become qualified as a peer trainer in some or all of the environments where trainers are utilized. When a training need arises, the Carrier will select qualified peer trainer(s) from the pool of trainers for the particular assignment. If the peer training assignment is anticipated to be fifteen (15) days or less, the resulting vacancy caused by the peer trainer leaving a conductor/brakeman/yardman assignment will be treated as a temporary vacancy under the existing rules. If the vacancy is anticipated to be for sixteen (16) days or more, then it will be treated as a permanent vacancy under existing rules. It is recognized certain factors may lengthen assignments originally estimated to be less than fifteen (15) days. In these cases the assignments will be bulletined as soon as it is known the peer trainer assignment will be longer than fifteen (15) days.

Note 1: An employee working his/her regular train/yard service assignment will not be considered a peer trainer under the terms of this Agreement when employees/students are assigned to his/her job for on-the-job training.

Note 2: (a) The parties recognize that certain training will require the Carrier to utilize highly trained or specialized trainers or use more trainers that are available. In these cases the Carrier may use peer trainers from other areas of the Region or System to accommodate and/or supplement training needs. Conversely, the Carrier may utilize highly trained or specialized trainers from this territory on other areas of the Region or System to accommodate and/or supplement training needs.

(b) It is not intended peer trainers from this territory will be used on other areas of the Region or System for unusually long or extended periods. Issues that may arise as a result of the Carrier's use of peer trainers off this territory on to other areas of the Region or System will be handled by the Director - Labor Relations and General Chairman.

Note 3: Peer trainers may be required to analyze and update data in connection with preparation or execution of training classes, to organize and schedule class attendance, and to determine class size based on workforce requirements only in connection with their peer training assignment.

5. Peer trainers shall be compensated as follows:
 - (a) \$292.33 per day while attending "train the trainer" classes or working as a peer trainer.
 - (b) Peer trainers will not be assigned to train or work more than 5 days per week. When applicable, the daily rate shall be paid for the day preceding the commencement of the training assignment and the day following the last day of the assignment in order to accommodate travel.
 - (c) Peer trainers assigned for thirty (30) days or more (including rest days) will be considered full time and shall be guaranteed twenty-two (22) days per month.
 - (d) The daily rates shall be subject to COLA and other general wage adjustments.
 - (e) When peer trainers are required to work or attend classes more than thirty (30) miles from the peer trainer's residence, the peer trainer will be reimbursed pursuant to the Carrier's Travel and Business Expense Policy while away from home. Peer Trainers who receive permission to drive their personal automobile will be reimbursed at the current IRS mileage rate. Peer Trainers must turn in expense forms showing receipts for actual lodging, travel and meal expenses subject to the aforementioned policy.
 - (f) Employees working as peer trainers will be treated as occupying the highest rated position for purposes of computing any applicable wage protection.
 - (g) It is understood that all time spent (including travel and assigned rest days) in any program addressed by this Agreement is considered the same as marked up and available for guarantee purposes. Monies earned, as a peer trainer will be used to off set guarantee where applicable. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and earnings.
6. When there is a need to reduce the number of peer trainers assigned to a project the group working on the project as peer trainers should be canvassed for volunteers who wish to return to regular duty. If there are

insufficient volunteers reductions will be made in reverse seniority order assuming fitness, ability and merit are equal.

7. Problems or disputes associated with application of this Agreement will be handled between the General Chairman and Director of Labor Relations within ten (10) days of receipt of written notice.
8. This Agreement is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution and may be cancelled by either party upon sixty (60) days' advance written notice to the other party of its intent to cancel. During the intervening time or as mutually agreed, the parties will meet to discuss the reasons precipitating the cancellation in an effort to resolve those issues and avoid termination of this Agreement.


Signed this 30th day of December, 2008

For the United
Transportation Union



D.L. Hazlett
General Chairperson

For The Union Pacific
Railroad Company



D. K. Peitzmeier
Director - Labor Relations