

**MEMORANDUM OF**  
**AGREEMENT**  
**#2108019529**  
between the  
**UNION PACIFIC RAILROAD COMPANY**  
for the territory  
**OREGON DIVISION**  
**(Northwestern District)**  
and the  
**UNITED TRANSPORTATION UNION**

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**INSTRUCTION-EXAMINATION CLASSES-OPERATING RULES**

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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. (a) 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.  
  
(b) In that regard, it is understood that if an employee is required to attend rules class and is subsequently unable to protect his/her assignment as a result of not being rested, the employee will be paid for time lost on their assignment.
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. In addition to the pay provided in Paragraphs 2(a) and (b) of this Agreement. Employees will also be reimbursed for any necessary lodging and/or meal expenses if prior approval has been granted by the Carrier. Such expenses are not permissible without such prior approval and will only be granted in those unique situations where the driving distance of the employee to/from the home terminal would logically dictate such expense.
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.

NOTE: An employee's re-examination will be the following day if practical. However, at the request of the employee, such re-examination can be deferred up to seven (7) days during which time the employee will not be permitted to perform service nor will the employee be allowed 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 three (3) 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 three (3) months, if said employee has still failed to pass the necessary examinations, the matter will be referred to between the General Chairman and the Director of Labor Relations.
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 but no later than ten (10) days thereafter. 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 retroactively placed into effect January 1, 1994 and will continue in effect except as may be modified.

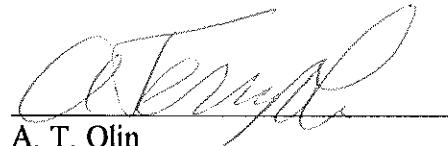
Signed this 28<sup>th</sup> day of June, 1995.

**FOR THE UNITED  
TRANSPORTATION UNION:**

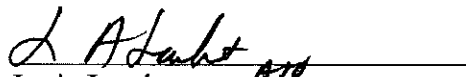


L. L. Nelson  
General Chairman, UTU

**FOR THE UNION PACIFIC  
RAILROAD COMPANY:**



A. T. Olin  
Director Labor Relations



L. A. Lambert  
General Director Labor Relations



Side Letter No. 1

MR L L NELSON  
GENERAL CHAIRMAN UTU C&T  
811 S E STARK STREET  
PORTLAND OR 97214-1227

Dear Mr. Nelson:

This refers to Memorandum of Agreement #2108019529 which provides for an Agreement rule with respect to Instruction-Examination classes on Operating Rules.

This Memorandum of Agreement provides for compensation for employees and has an retroactive date of January 1, 1994. In this regard, it is understood that the conditions set forth in the aforementioned Memorandum of Agreement will be retroactively applied to January 1, 1994 in that all employees who have completed their Operating Rules re-examination will be provided the benefits of this Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read "L. A. Lambert", with a small "pro" written below it.

L. A. Lambert  
General Director Labor Relations



Side Letter No. 2

MR L L NELSON  
GENERAL CHAIRMAN UTU C&T  
811 S E STARK STREET  
PORTLAND OR 97214-1227

Dear Mr. Nelson:

This refers to Memorandum of Agreement #2108019529 which provides for an Agreement rule with respect to Instruction-Examination classes on Operating Rules, with specific reference to Item 7(b).

During negotiations on this Agreement, the parties spent an extensive amount of time discussing the elements of Item 7(b) specifically an employee who is unable to pass the examination after the completion of three (3) months. The Agreement provides that in the event this should happen, the matter will be handled between the Director of Labor Relations and the General Chairman. In that regard, this Side Letter No. 2 sets forth Carrier's position on this matter that being that unless your Organization can provide documented evidence as to the justifiable reason(s) an employee failed the examination, the Carrier intends to terminate this employee from all service with the Carrier. This Carrier does not believe that the employee should remain on the seniority roster as a result of the employee's apparent refusal to pass the rules examination which obviously results in that employee's inability to perform service with the Carrier.

Yours truly,

A handwritten signature in cursive script, appearing to read "L. A. Lambert".

L. A. Lambert  
General Director Labor Relations





Side Letter No. 3

MR L L NELSON  
GENERAL CHAIRMAN UTU C&T  
811 S E STARK STREET  
PORTLAND OR 97214-1227

Dear Mr. Nelson:

The following two (2) items of clarification are issued with respect to Memorandum of Agreement #2108019529.

*"Part 4 of Memorandum of Agreement #2108019529 states in pertinent part that employees will be given adequate advance notice of the available Instruction - Examination Classes and an employee must attempt to attend one of these classes during his/her off duty hours. In this regard, an employee who has been afforded advance notice of available instruction classes but was unable to attend any class during off duty hours due to his/her documented work schedule and who was accordingly required to take time off will be allowed pay for time lost with a minimum payment of four (4) hours. This holds true with example of a pool freight conductor who was advised weeks in advanced of scheduled dates for examination. That employee elected one of the days for such examination and on that day, the employee was called for pool freight service. The employee obviously must be absent from the pool freight service for the examination and in that case, the employee will be paid for all lost time with a minimum payment of four (4) hours."*

\* \* \*

*"Part 6 of Memorandum of Agreement #2101019429 states in the 'NOTE' that a re-examination will be held the following day if practical. The 'NOTE' continues by providing that at the request of the employee, such rescheduling can be deferred up to seven (7) days but during this period of time the employee will not be permitted to perform service nor will compensation be allowed. In this regard, it is clearly understood that if an employee requests*

*that the extension be deferred up to seven (7) days, but the Carrier is unable to accommodate the employee, the re-examination will be rescheduled at a later period of time with the employee permitted to resume active service with compensation. (However, it is also understood that service and compensation of the employee will not be extended beyond one (1) year from the date the employee first failed the re-examination.)*

ATO 6/28/95  
JAL 6/28/95

Yours truly,



L. A. Lambert  
General Director Labor Relations