

MEMORANDUM AGREEMENT

between

SANTA FE RAILWAY

and

UNITED TRANSPORTATION UNION (CT&Y)

Eastern and Western Lines (excluding Northern and Southern Divisions)

The Santa Fe Railway (hereinafter "Carrier") and the United Transportation Union representing the former Eastern and Western Lines (excluding Northern and Southern Divisions) CT&Y (hereinafter "UTU") recognizes the need to expedite the opportunity for conductor and foreman promotion and establish a formal training program for brakeman/helper. All agreement provisions in conflict with this agreement are superseded by this Agreement which will be referred to as the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program.

BRAKEMAN/HELPER TRAINING PROGRAM

AND

CONDUCTOR/FOREMAN PROMOTION PROGRAM

The training program content will consist of orientation, classroom instruction and on-the-job training. The carrier will provide classrooms, supply books and develop training instruction administered by the carrier.

The training program and any intended substantial changes therein will be reviewed with Labor Relations at the request of the UTU general chairman.

1. Attendance and Training Schedule

- A.** The carrier will establish a training program schedule consisting of a maximum of six days per week of training in orientation (week 1) and five days per week of training in each week of classroom instruction. If, however, the schedule does not require attendance on a day or days of a calendar week, trainees at other than their home point will be permitted to return to their home point and back to the training point at their own expense.

- B.** Training days will be arranged as follows:
- 1.** Orientation training days (week 1) will be scheduled by the instructor.
 - 2.** Classroom instruction training days will be scheduled not to exceed nine hours, including one hour for lunch.
- C.** Except in cases of bona fide illness or injury, which must be verified by acceptable medical documentation, or other documented serious emergency situation, trainees must complete all scheduled days of training in each week of orientation and classroom instruction in order to meet the requirements of the training program and be eligible to establish seniority.
- D.** A trainee who, after starting the training program, is unable to continue due to a bona fide illness or injury, verified by acceptable medical documentation; proper leave of absence; or other documented serious emergency situation will not be regarded as having failed.
- 1.** A trainee's failure to continue, will not serve to delay the establishment of seniority by other trainees in the class.
 - 2.** If a trainee in the Conductor/Foreman Promotion Program is unable to continue, the employee, upon return to active service, will mark up and work as a brakeman/helper until such time as classroom instruction is available.
- E.** Except in the case of extreme emergency if any qualified regular or extra train/yard service employee is available, trainees will not be used in other service prior to completion of the training program.

II. Expenses

- A.** If lodging and/or meals are not provided by the Carrier, trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom training as follows:

1. **Lodging** - Trainees will be eligible for lodging provided the employee's home point exceeds a thirty (30) mile radius from the location where the training program is conducted.

2. **Meals**
 - a. Trainees entitled to lodging will be allowed \$18.00 per day meal allowance for each day in attendance in the orientation and classroom portions of the training program unless lunch is provided by the Carrier. If lunch is provided, meal allowance will be \$12.00/day.

 - b. Trainees not entitled to lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the training program unless lunch is provided by the Carrier.

 - c. Meal allowances are subject to future general wage increases.

3. **Travel**
 - a. Trainees entitled to lodging will be allowed the same rate per mile generally allowed operating employees calculated by the most direct route to and from the lodging facility from the employee's home point to the location where the orientation or classroom training program is conducted.

 - b. During the on-the-job training portion of the training program, following the establishment of brakeman and helper seniority, trainees will be allowed expenses as provided for in the applicable UTU agreements.

III. Compensation

- A. Employees hired after the effective date of this agreement will be compensated based on the following weekly rates subject to future wage increases:

1. \$400.00 per week for Field Orientation (1 week) and Classroom New Hire Instruction (1 week) ;
 2. \$600.00 per week for On-the-job Training as a brakeman/helper (6 weeks) ;
 3. \$700.00 per week for all weeks in the Conductor/Foreman Promotion Program.
- B.** The weekly rate of pay will cover all time consumed in the training program. To receive the full rate, the trainee must be available a full six days per week in orientation training and five days in Classroom instruction training. A trainee may not be absent without permission from their designated local supervisor or classroom instructor. One seventh of the weekly training rate will be deducted for each day in the calendar week a trainee is not available (including lay off from the brakeman/helper or conductor/foreman trainee boards), provided that no deduction will be made for days on which training is not scheduled.
- C.** If a trainee is used in the case of emergency service as a brakeman/helper prior to completion of the Brakeman/Helper Training Program or Conductor/Foreman Promotion Program,. the trainee will be compensated for service and deadhead performed in addition to the weekly rate set forth in this Agreement at the rate payable to a pre-November 1, 1985 employee. **In no case will a trainee be used as a conductor/Foreman prior to promotion to Conductor/Foreman.**

IV. Conductors and Foremen Participating in On-The-Job Training

- A.** When trainee(s) in on-the-job training are called to work, the trainee's ground service crew (conductor and brakeman if not conductor-only or foreman and helper) will act as field instructors training the trainee in the proper performance of the duties of a brakeman or helper when involved in the initial six weeks of on-the-job training and as a conductor/foreman when involved in the three week on-the-job training for conductor under actual working conditions. The conductor or foreman will permit the trainee to perform the functions and duties of the job, including the preparation of the required reports.

- B. Conductor and foreman field instructors will be required to complete trainee progress reports as directed.
- C. The presence of a trainee in on-the-job training on a conductor-only crew will not effect the conditions and restrictions of conductor-only service.
- D. A conductor/foreman instructing an on-the-job trainee will receive \$15.00 in addition to other earnings. A brakeman/helper on a ground crew instructing an on-the-job trainee will receive \$12.00 in addition to other earnings.
 - 1. Instructor pay will not be considered a duplicate time payment and is subject to future wage increases.
 - 2. Instructor pay will not be used to offset guarantee.

V. **Training Program Format (Employees hired after the effective date of this agreement.)**

A. **Brakeman/Helper Training Program :**

- 1 week **Field Orientation :** Conducted by a craft instructor. Craft instructors will be selected from applications submitted by active ground service employees to the superintendents. In the selection process for locations where there are yards, due consideration will be given to the senior engine foreman.
- 1 week **Classroom New Hire Instruction:** To include half a day session with local chairman.
- 6 weeks **On-the-Job Training :** Working as a brakeman/ helper off of the brakeman/helper trainee board.

B. Conductor/Foreman Promotion Program :

- | | | | | |
|----------|--------------|--|-------------------------|---|
| 1 | week | <u>Classroom</u> | <u>Conductor</u> | <u>Instruction :</u> Practice conductor's promotion examination (no pass/fail) at end of this week. |
| 3 | weeks | <u>On-the-job Training :</u> Working as a conductor off of the conductor trainee board. | | |
| 1 | week | <u>Classroom :</u> Promotion examination at the end of week 1. An employee who passes establish conductor and foreman seniority in his relative standing as a brakeman/helper. An employee who fails will receive 1 additional week of classroom instruction. | | |
| 1 | week | <u>Classroom :</u> Second week immediately following the first week for an employee who failed the first attempt at the promotion examination. An employee who passes on the second attempt establish conductor and f foreman seniority in his relative standing as a brakeman/helper as though he had passed on the first attempt. An employee who fails the second attempt to pass promotion will automatically forfeit all seniority rights in train and yard service with the Carrier and be removed from train and yard service. | | |

C. The following provisions will apply to employees hired after the effective date of this agreement:

- 1.** A brakeman/helper trainee board will be established at the home terminal where trainees are in the first six week segment of on-the-job training as brakemen/ helpers. Trainees will rotate first-in, first-out subject to the provisions of V. C. 3 below amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen hours off will not apply when in

on-the-job training in yard or assigned service, e.g. road switcher or local.

2. A conductor trainee board will be established at the home terminal where trainees are in the three week segment of on-the-job training as conductors. Trainees will rotate first-in, first-out amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen hours off will not apply when in on-the-job training in yard or assigned service, e.g. road switcher or local.
3. In order to insure that an employee in on-the-job training as a brakeman, helper, or conductor has an opportunity to train in various positions on the seniority district, board and yard runaround provisions will not apply to employees involved in the training program.
4. During the on-the-job training portion of the training, an employee called out of the home terminal as a brakeman or conductor trainee in pool freight service may be called to train with a home terminal or away from home terminal conductor and at the away from home terminal may be called to train with the same conductor or with an earlier conductor provided that when tied up at the away from home terminal the trainee has a minimum of 10 hours off between trips before working back with an earlier conductor.

VI. Conductor/Engine Foreman Promotion & Establishment of Seniority

- A. Following the effective date of this Agreement, train service employees will be assigned brakeman, helper, foreman and conductor seniority as follows:
 1. At the end of the second week of the Brakeman/Helper Training Program, employees from the Carrier's nonoperating crafts will be ranked highest in potential seniority in a class of trainees based on the employees' number of years of continuous service with the carrier; followed by new employees from

outside the Carrier with previous railroad experience in train and/or engine service who will be ranked amongst themselves based on each one's cumulative number of years of experience in train and/or engine service; followed by new employees from outside the Carrier with no train and/or engine service experience whose potential seniority order will be determined by drawing numbers, the trainee drawing the highest number will establish seniority ahead of the trainee drawing the next highest number and so on. Upon successfully completing the first 2 weeks of the Brakeman/Helper Training Program, employees will utilize this seniority ranking to establish brakeman and helper division and grand division seniority.

2. Upon successfully completing the Conductor/Foreman Promotion Program and passing the final examination, employees will be ranked in this order and establish division and grand division conductor and foreman seniority on the date of the final examination.
 3. If two or more classes of trainees on the grand division commence training on the same day of the week, the craft instructors will draw numbers to establish each classes' relative standing on the grand division roster with one entire class ranked ahead of the other(s).
- B.** The UTU general chairman will be provided with the name address, social security number, home point and seniority date when an employee establishes brakeman/helper seniority. The UTU general chairman will also be provided with the name, home point and conductor's seniority date when an employee is promoted to a conductor/foreman.

- C. An employee who fails to pass the conductor/foreman promotion examination on the second attempt as provided in the Conductor/Foreman Promotion Program will automatically forfeit all seniority rights in train and yard service with the Carrier and be removed from train and yard service.

This Agreement will become effective at 12:01 a.m. on the 18th day of October, 1994.

Signed this 18th day of October, 1994.

FOR THE ORGANIZATION :

J. G. Bailey
General Chairman, United
Transportation Union (CT& Y)

FOR THE CARRIER:

John Fleps
President - Labor Relations

Milton H. Siegel, Jr.
Director - Labor Relation

Markee T. Hughes
Director - Labor Relations

Questions & Answers

- Q.** If the employee is in classroom or orientation training at other than the home point and there is no training on a given day, what expenses will the employee receive?
- A.** The employee will be provided lodging and meal allowances.
- Q.** If a trainee is in a class-room portion of the instruction, can he be used in an emergency?
- A.** No.
- Q.** What does "grand division" mean?
- A.** For the purposes of this agreement, "Grand Division" seniority means Coast Lines seniority.
- Q.** Does Side Letter No. 6 include switchmen in connection with jury duty?
- A.** Yes.
- Q.** Section II.2.b, states that trainees will receive a meal allowance for each day in training unless lunch is provided. What constitutes the "training program" for purposes of this payment?
- A.** The "training program" for purposes of paying this meal allowance only refers to the week of orientation and the classroom instruction portions of the program.
- Q.** In Section II.3.a, to what do the words "home point" refer?
- A.** "Home point" refers to the location where the employee goes on duty at that point in time.
- Q.** Section IV.D, prescribes a payment of \$15 for a conductor/ foreman and \$12 for a brakeman/helper instructing an on the job trainee. When is that payment made in road service?
- A.** The \$15 or \$12 payment is payable for each one way working trip.
- Q.** Section V.C.3, states that board and yard runaround provisions will not apply to employees involved in the training program. Does this apply to conductor/foreman instructors?
- A.** No.

Section V. C. 4, states that a trainee at the away from home terminal may be called to train with the same conductor or with an earlier conductor provided that when tied up at the away from home terminal the trainee has a minimum of ten hours off between trips before working back with an earlier conductor.

Q. May the trainee work back to the home terminal prior to the required ten hours off if he works back to the home terminal with the same conductor that he was called with at the home terminal?

A. Yes.

Q. At the end of 10 hours' rest is a trainee subject to duty at any time with any conductor?

A. Yes.

October 18, 1994

Mr. J. G. Bailey, General Chairman
United Transportation union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

Side Letter No. 1

In our meetings concerning the Memorandum of Agreement for the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program we discussed the particular circumstances of employees who are in service on the effective date of this agreement who were hired after October 31, 1985 who have never had the opportunity to be promoted to conductor and who are not promoted to a locomotive engineer or currently in locomotive engineer training. In order to promote these employees to conductor/foremen the following training and promotion program is agreed upon:

TRAINING PROGRAM FORMAT

- 2 weeks** **On-the-job Training**: Working as a conductor.

- 1 week** **Classroom**: Promotion examination at the end of week 1. An employee who passes establish division and grand division conductor and foreman seniority in his relative standing on the brakeman/helper seniority roster. An employee who fails will receive 1 additional week of classroom instruction.

- 1 week** **Classroom**: Second week immediately following the first week for an employee who failed the first attempt at the promotion examination. An employee who passes on the second attempt establish division and grand division conductor and foreman seniority in his relative standing as brakeman/helper as though he had passed on the first attempt. An employee who fails the second attempt to pass promotion automatically forfeits all seniority in train and yard service.

The following provisions will apply to this training and promotion program:

1. Employees will be notified at least thirty (30) days in advance of the first day of the training program.
2. Study guides will be furnished at the time of notification.
3. Employees participating in this training and promotion program will be compensated at a weekly rate of \$725.00 subject to future general wage increases. The weekly rate of pay will cover all time consumed in the training program. To receive the full rate, the trainee must be available a full five days per week in the classroom instruction training. A trainee may not be absent without permission from the designated local supervisor or classroom instructor. One seventh of the weekly training rate will be deducted for each day in the calendar week a trainee is not available (including lay off from the conductor trainee board), provided that no deduction will be made for days on which training is not scheduled.
4. If lodging and/or meals are not provided by the Carrier, trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while engaged in classroom training as follows:
 - a. **Lodging** - Trainees will be eligible for lodging provided:
 - (1) The home point of a regular employees assignment or
 - (2) The location of the extra board, for an extra board employee exceeds a thirty (30) mile radius from the location where the training program is conducted.
 - b. **Meals**
 - (1) Trainees entitled to lodging will be allowed \$18.00 per day meal allowance for each day in attendance in classroom training unless lunch is provided by the Carrier. If lunch is provided, meal allowance will be \$12.00/day.
 - (2) Trainees not entitled to lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the training program unless lunch is provided by the carrier.

- (3) Meal allowances are subject to future general wage increases.

C. Travel

- (1) Trainees entitled to lodging will be allowed the same rate per mile generally allowed operating employees calculated by the most direct route to and from the lodging facility from the home point of a regular employee's assignment or extra board location to the location where the classroom training program is conducted.
 - (2) During the on-the-job training portion of the training program trainees will be allowed expenses as provided for in the applicable UTU agreements.
5. A conductor trainee board will be established at the home terminal where trainees are in the two week segment of on-the-job training as conductors. Trainees will rotate first-in, first-out amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen hours off will not apply when in on-the-job training in assigned service, e.g. road switcher or local.
 6. In order to insure that an employee in on-the-job training as a conductor has an opportunity to train in various positions on the seniority district, board and yard runaround provisions will not apply to employees involved in the training program.
 7. During the on-the-job training portion of the training, an employee called out of the home terminal as a conductor trainee in pool freight service may be called to train with a home terminal or away from home terminal conductor and at the away from home terminal may be called to train with the same conductor or with an earlier conductor provided that when tied up at the away from home terminal the trainee has a minimum of 10 hours off between trips before working back with an earlier conductor.

8. If a trainee is used in the case of emergency service as a brakeman/helper while participating in this training and promotion program, the employee will be compensated for service and deadhead performed in addition to the weekly rate at the rate payable to a pre-November 1, 1985 employee.

9. Employees not available to go through this training and promotion program due to a bona fide illness, authorized leave of absence, or other serious emergency situation verified by acceptable documentation; or employees who are dismissed and later reinstated, who upon return to active service, successfully pass the promotion examination at the first opportunity will establish seniority as though they had been available and had passed the examination.

Please signify your agreement by signing below.

Yours truly,

John J. Fleps

John J. Fleps

Vice President - Labor Relations

Agreed :

J. G. Bailey

General Chairman, UTU (CT&Y)

October 18, 1994

Mr. J. G. Bailey, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

Side Letter No. 2

The following provisions prescribe how conductor/foreman seniority is established for certain employees who are currently in engineer training or have already completed engineer training and have not yet established conductor/foreman seniority.

1. An employee who became a locomotive engineer after October 31, 1985 or who is currently in engineer training who has not been promoted to a conductor/foreman will be considered as having passed conductor and foreman promotion but will not be able to exercise conductor or foreman (if not already promoted to an engine foreman) seniority until employees in his hire/promotion class are afforded the opportunity to take conductor/foreman training and promotion. At that time, the promoted engineer will not be required take the conductor promotion. examination but will be assigned conductor's seniority in relative standing based on his brakeman's seniority date.
2. Should a promoted engineer who is assigned conductor's seniority under this side letter return to ground service, he will be required to go through the first three weeks of the training program format for current employees as outlined in Side Letter No. 1 except that he will not be required to take or pass the conductor's promotion examination at the end of the third week and will, therefore, will not take the fourth week of training outlined in Side Letter No. 1. All other provisions of Side Letter No. 1 will apply to employees in this three week conductor training program.

Please signify your agreement by signing below.

Yours truly,
John J. Fleps
John J. Fleps
Vice President - Labor Relations

Agreed :
J. G. Bailey
General Chairman, UTU (CT&Y)

October 18, 1994

Mr. J. G. Bailey
General Chairman
United Transportation Union
8100 Marty, Suite 100
Overland Park, KS 66204

Dear Sir:

SIDE LETTER NO. 3

This is to confirm our understanding in connection with health care benefits for train service employees who are suspended and their dependents.

We agree that when an employee represented by your committee is suspended, the Carrier will continue to pay the premiums normally required of it to the appropriate insurance providers so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent which would be so if the employee were still in service.

Yours truly yours,

John J. Fleps
John J. Fleps
Vice President - Labor Relations

Agreed :

J. G. Bailey
General Chairman, UTU (CT&Y)

October 18, 1994

Mr. J. G. Bailey
General Chairman
United Transportation Union
8100 Marty, Suite 100
Overland Park, KS 66204

Dear Sir:

SIDE LETTER NO. 4

Without diminishing any existing rules concerning ground service employees requesting additional rest at the home terminal, the following provisions will apply in through freight service:

1. A trainman in through freight tying up at home terminal, who accumulated at least eight (8) consecutive hours chargeable to the Hours of Service Law, including continuous time trips of eight hours or more, may request to have prior to his next trip fourteen hours of rest at home terminal as long as allowing additional rest will not delay trains.
2. A trainman requesting additional rest must do so to the crew technician at the time of tieup.
3. A tieup granted by the crew technician under this agreement cannot later be revoked by the employee or taken away by the Carrier and must be for 14 hours.
4. When a tieup is granted under this agreement following trainmen will without penalty be run around the trainman tying up for rest.
5. A trainman tied up for additional rest under this agreement will not be considered as having missed a call if called outside of the regular calling time for 14 hours rest

This agreement will go into effect at 12: 01 A.M. on November 1, 1994, and continue for thirty days. It will expire at 12 :01 A.M. on December 1, 1994 unless renewed.

Yours truly,

John J. Fleps
John J. Fleps
Vice President - Labor Relations

Agreed :

J. G. Bailey
General Chairman, UTU (CT&Y)

October 18, 1994

Mr. J. G. Bailey General Chairman
United Transportation Union
8100 Marty, Suite 100
Overland Park, KS 66204

Dear Sir:

SIDE LETTER NO. 5

In our meetings concerning the Memorandum Of Agreement for the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program we discussed the possibility of paying post October 31, 1985 ground service employees on the Eastern Lines (excluding Northern & Southern Divisions) at the full rate for conductor and foreman when working as a conductor or engine foreman. We have agreed that the following will apply:

Notwithstanding the provisions of Article IV, Section 6 of the October 31, 1985 UTU National Agreement and Article IV, Section 5 of the November 1, 1991 UTU Implementing document "A" (PEB 219), employees who establish seniority subsequent to October 31, 1985, will not be covered by said articles when working as a conductor or engine foreman (foreman includes herder).

Please signify your agreement by signing below.

Yours truly,

John J. Fleps

John J. Fleps

Vice President - Labor Relations

Agreed :

J. G. Bailey
General Chairman, UTU (CT&Y)

October 18, 1994

Mr. J. G. Bailey General Chairman
United Transportation Union
8100 Marty, Suite 100
Overland Park, KS 66204

Dear Sir:

SIDE LETTER NO. 6

This is to confirm our understanding in connection with jury for train service employes.

ARTICLE XII - Jury Duty

- (a) When a trainman is summoned for jury duty and is required to lose time from his assignment as a result thereof he will be paid for actual time lost with a minimum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation subject to the following qualification requirements and limitations:
- (1) A trainman must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
 - (3) No jury duty pay will be allowed for any day on which the trainman is entitled to vacation or holiday pay.

Please signify your agreement by signing below.

Yours truly,
John J. Fleps
John J. Fleps
Vice President - Labor Relations

Agreed :
J. G. Bailey
General Chairman, UTU (CT&Y)

October 18, 1994

Mr. J. G. Bailey
General Chairman
United Transportation Union
8100 Marty, Suite 100
Overland Park, KS 66204

Dear Sir:

SIDE LETTER NO. 7

This will confirm our understanding in connection with the Brakeman/Helper Training Program that upon implementation of the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program Agreement the probationary period for new ground service employees will be eight (8) calendar weeks instead of sixty (60) calendar days in order to be consistent with the format of the training program

If the foregoing accurately describes our understanding please indicate by signing below.

Yours truly,

John J. Fleps
John J. Fleps
Vice President - Labor Relations

Agreed :

J. G. Bailey
General Chairman, UTU (CT&Y)

October 18, 1994

Mr. J. G. Bailey General Chairman
United Transportation Union
8100 Marty, Suite 100
Overland Park, KS 66204

Dear Sir:

SIDE LETTER NO. 8

The following will confirm our understanding in connection with calling employees to attend classes provided for in the Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement:

1. The Carrier will schedule classes.
2. The Carrier's representative will schedule ground service employees no later than 10:00 p.m. the day before the class begins to attend classes on a particular date and the employee will be obligated to attend such class or secure permission to be absent. Employees will not be required to attend rules classes during their assigned vacation period nor will they be required to attend when they are already laying off or on assigned rest day.
3. Ground service employees may volunteer to attend classes as scheduled by contacting the Crew Technician.
4. All other provisions of Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement remain intact.

If the foregoing accurately describes our understanding, please indicate by signing below.

Yours truly,

John J. Fleps

John J. Fleps

Vice President - Labor Relations

Agreed :

J. G. Bailey
General Chairman, UTU (CT&Y)

Memorandum of Agreement between the Atchison, Topeka and Santa Fe Railway Company (AT&SF) and the United Transportation Union (CT&Y).

1. In connection with the Brakeman and Switchman Training and Conductor and Engine Foreman Promotion Agreement dated October 18, 1994, Santa Fe may use employees represented by the United Transportation Union (CT&Y) General Committee as instructors to augment the classroom training described in the Agreement including Side Letters No. 1 and 2 done by exempt employees.
2. The carrier will determine if employees represented by the UTU are necessary to augment this training. If the carrier elects to use employees represented by UTU to augment this training, all determinations related to this use will be made by the carrier.
3. When the carrier elects to use union represented employees as instructors, the-instructor positions will be advertised and union represented employees used as instructors will be selected by management from applications received.
4. Santa Fe will notify the General Chairman of the name and home terminal of each employee selected as an instructor.
5. Employees selected as instructors will only be used as instructors on their respective grand divisions.
6. When used as an instructor, an employee will be paid the greater of the combination guaranteed extra board rate or a \$5,000 per month rate for each day he is off from his regular assignment serving as an instructor, plus appropriate expenses.
7. This agreement is entered into on a without prejudice basis, and it does not establish any right whatsoever for employees represented by the UTU to any instructor position.

This Agreement will become effective November 9, 1994, and will remain in effect subject to 30 days' notice of cancellation by either party.

AGREED :

J. G. Bailey
Joe G. Bailey
General Chairman
United Transportation Union (CT&Y)

Marka T. Hughes
Director - Labor Relations

Milton Siegele, Jr
Director - Labor Relations