

TRAINING AGREEMENT

NMB Case No. A-9152

Dated July 19, 1972

And Amendments Dated August 25, 1978

And October 31, 1985

between

**RAILROADS REPRESENTED BY
THE NATIONAL CARRIERS' CONFERENCE
COMMITTEE**

and their

**EMPLOYEES REPRESENTED BY THE
UNITED TRANSPORTATION UNION**



united transportation union

General Committee of Adjustment

7817 Camelot Road, Fort Worth, Texas 76134

Tel. (817) 293-2709



HIGHLIGHTS OF THE UNITED TRANSPORTATION UNION
TRAINING PROGRAM AGREEMENT

1. Each carrier will establish and maintain a training program for the training, qualifying and promotion of firemen-helpers to locomotive engineers.
2. A training program schedule is to be established on each individual carrier.
3. The training program is subject to review by the UTU(E) general chairman.
4. Firemen-helpers hired subsequent to July 19, 1972, shall be given a seniority date as fireman-helpers in accordance with existing rules.
5. After July 19, 1972, no employee may be promoted to engineer without first becoming a fireman-helper and completing the UTU(E) training program.
6. Newly hired firemen-helpers must be placed in the training program within six (6) months thereafter.
7. Firemen-helpers in classroom training at points away from home will be allowed actual and necessary travel, meal and lodging expense.
8. A fireman-helper undergoing on-the-job training will receive lodging and meal allowances under applicable UTU(E) agreements.
9. Existing merger or protective guarantees of firemen-helpers placed in training are preserved.
10. Firemen-helpers in training will receive health coverage, off-track vehicle insurance and credit for all prior continuous service for vacation purposes.

M E D I A T I O N A G R E E M E N T

This Agreement made this 19th day of July, 1972 by and between the participating carriers listed in Exhibit "A" attached hereto and made a part hereof and represented by the National Carriers' Conference Committee and employees of such Carriers shown thereon and represented by the United Transportation Union (Enginemen).

The Carriers and the United Transportation Union desire at this time to establish a formal training program, which, together with on-the-job training, will accelerate training, qualifying and promotion of firemen (helpers) to the craft of Locomotive Engineers. They therefore enter into this Agreement:

ARTICLE I - GENERAL

A. The Carrier will establish and maintain a training program to accelerate the training, qualifying and promotion of firemen (helpers) to the craft of Locomotive Engineers in accordance with the terms of this Agreement.) 1978

B. The recruitment, selection, employment and training of firemen (helpers) under this program shall be without discrimination because of race, color, religion, national origin or sex.

ARTICLE II - ELIGIBILITY

A. 1. Each firemen (helper) shall be given a seniority date as a fireman (helper) in accordance with applicable agreements now in effect.

Firemen (helpers) shall be required to accept training and promotion according to their relative standing on the Firemen's Seniority Roster in their respective seniority district, except as otherwise provided in this Agreement.

A. 2. Subsequent to the adoption of this Agreement, and except as provided herein, no employee, not previously qualified, shall be eligible to be promoted to the craft of locomotive engineer, without first entering the service as fireman (helper) and completing the training set forth herein.

B. 1. The Carrier will expedite the training, qualifying and promotion of firemen (helpers) having a seniority date as such on the effective date of this Agreement, and such training, qualifying and promotion will be completed before the training, qualifying and promotion of new firemen (helpers) becomes applicable under the terms of this Agreement. In the application of this paragraph any existing agreement between the parties requiring a minimum length of service before a fireman (helper) is eligible for promotion is superseded by this Agreement, unless mutually agreed to the contrary by the parties on an individual Carrier.

Note: This Agreement shall not require the training or promotion of firemen (helpers) on seniority rosters on the effective date of this Agreement who have not heretofore been required to accept promotion, including, but not limited to firemen (helpers) who are physically disqualified, fixtures, non-promotables under certain court decisions or non-promotables by reason of discipline.

B. 2. Firemen (helpers) who are engaged in an accelerated training program under existing agreements on individual railroads will continue their training to completion in accordance with the terms of such agreements notwithstanding the modification of such agreements as provided herein.

B. 3. Subject to the provisions of Paragraphs B. 1 and B. 2 above, all firemen (helpers) hired subsequent to the effective date of this Agreement will be required to enter the training program within one year from the date of their employment and be continued therein until completion of the training program which shall not exceed six months. Length of service requirements in existing agreements between the parties are hereby modified to conform to this paragraph unless mutually agreed to the contrary by the parties on an individual Carrier.

C. Firemen (helpers) having a seniority date as such on the effective date of this Agreement who have failed promotional examinations under existing agreements prior to the effective date of this Agreement will be given consideration for retraining by the General Chairman and the Carrier.

D. No fireman (helper) shall be deprived of his rights to examination, nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

E. If a junior fireman (helper) is promoted out of turn, such junior fireman (helper) will rank below any senior fireman (helper) as an engineer, when such senior fireman (helper) completes the program and is given a certificate as an engineer, unless agreements on an individual Carrier provide otherwise.

F. If there is an immediate need for locomotive engineers on a particular seniority district on the effective date of this Agreement, fireman (helpers) may be required to enter the training program in seniority order irrespective of their length of service as firemen (helpers).

ARTICLE III - TRAINING PROGRAM

A. 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.

B. Examinations will be prepared and administered by the Carrier.

C. The training program and any intended substantial changes therein shall be reviewed from time to time by the Carrier Representative and the UTU(E) General Chairman.

D. The General Chairmen shall be furnished the name and address of each fireman (helper) entering the training program, showing the date he is placed in training. Further, the General Chairmen will be advised by the Carrier of the names and location of the supervisors in charge of administering the training program.

E. 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, firemen (helpers) 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 expense. Under these circumstances a fireman (helper) will not be permitted to mark up for service.

F. When firemen (helpers) are not assigned to scheduled training programs they shall be required to exercise their seniority with the understanding that in so doing they will meet experience requirements in various classes of service on the individual Carrier.

G. As near as practicable, training days will be scheduled not to exceed eight hours, it being recognized however that single trips for on-the-job training may of necessity exceed such hours.

H. Firemen (helpers) 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 engine service employee can be used. On days firemen (helpers) assigned to a scheduled training program are not scheduled for training, they will not be permitted to exercise their seniority or work extra.

If a fireman (helper) is used in other service during a scheduled training program his earnings for that service will be in addition to the weekly rate set forth in this Agreement.

I. A fireman (helper) will not be required to make on-the-job training trips on a seniority district other than that for which he is being trained, unless mutually agreed to by the parties on the individual Carrier.

J. Firemen (helpers) who, after starting the training program, are 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 they must start the

program at the beginning or at another point in the program will be made by the Instructor(s) after consulting with the UTU(E) Representative.

K. If not otherwise provided by the Carrier, firemen (helpers) 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 commuting distances from their place of residence.

L. A fireman (helper) undergoing on-the-job training shall receive lodging accommodations or allowances in lieu thereof and meal allowance as provided under the applicable UTU(E) agreement on the individual Carrier.

M. When a Carrier requires work experience on assignments that otherwise would not be available to individual firemen (helpers) in time to permit compliance with the requirements of the training program, the Carrier will designate a sufficient number of such assignments on which firemen (helpers) may exercise their seniority for the period necessary to satisfy such requirements. In such cases the fireman (helper) will not be subject to displacement until he has accumulated the necessary work experience, except he may be displaced by a senior fireman (helper) who would otherwise be placed in a furloughed status.

N. A fireman (helper) may be forced from his regular assignment to permit a fireman (helper) in training to obtain necessary work experience on such assignment. When a senior fireman (helper) is forced from his assignment by a firemen (helper) his junior under such circumstances, he will be paid not less than he would have been paid on the assignment from which he was removed.

O. Adequate records of firemen (helpers) on-the-job and classroom training progress shall be maintained and reviewed with the General Chairman on request.

ARTICLE IV - COMPLETION OF PROGRAM SATISFACTORILY

Upon successful completion of the training program, the fireman (helper) shall be certified as a qualified locomotive engineer, and shall be awarded a certificate so stating and shall acquire and maintain engineer's seniority in accordance with all applicable agreements. Upon such certification the Carrier shall supply the UTU(E) General Chairman with the names of the firemen (helpers) so certified and the date of the certification.

ARTICLE V - FAILURE TO COMPLETE SATISFACTORILY

A. When, in the opinion of the Carrier Instructor(s), it becomes apparent that a fireman (helper) will not complete the training satisfactorily, he will be required to consult with the Carrier Instructor(s) and a Representative of the UTU(E) for the purpose of identifying and possibly overcoming the problem.

B. If a fireman (helper) under this training program fails to pass the required final examination on the first attempt, he will be given a second opportunity to pass such examination. The second examination will be taken not less than thirty days nor more than ninety 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 otherwise mutually agreed upon.

During the period while awaiting and taking the re-examination, firemen (helpers) will not be compensated nor allowed any expenses as firemen (helpers) under this Agreement, but they will be permitted to sit in on any classroom instructions given to other firemen (helpers).

During the period while awaiting and taking the second examination firemen (helpers) may exercise their seniority.

Failure to complete the training program in accordance with the terms of this Agreement or failure to pass the final examination on the second attempt will result in termination of service.

ARTICLE VI - COMPENSATION DURING TRAINING

A. Firemen (helpers) shall be paid a minimum of **\$305.78*** per calendar week, subject to increases commensurate with those granted firemen in national negotiations, while actively participating in the training program. This payment shall comprehend all time consumed in the training program. To receive the full rate, the fireman (helper) must be available for a maximum of six days per calendar week commencing on Sunday. The prorated daily rate may be deducted for each day in such calendar week a fireman (helper) is not available of his own volition, provided that no deduction will be made for days on which training is not scheduled. Prorated daily rate will be computed on the basis of the number of days comprising the training week. For all days in excess of six in a calendar week that a fireman (helper) is required to participate in the training program, he shall be paid the prorated daily rate. [See amendment for overtime rate over 48 hours.]

B. A fireman (helper) having a seniority date on the effective date of this Agreement shall be compensated while engaged in the scheduled training program not less than the amount he would have earned on the regular assignment he held at the time of entry into the training program.

Should a fireman (helper) be assigned to an extra list, his earnings during training will be determined on the basis of the average earnings of the extra list at the time he was removed therefrom for training purposes. Such determination shall be computed on the basis of the average earnings of the extra list at the last regulating period but in no event shall his earnings exceed the maximum mileage for extra men as set forth in schedule rules on the individual Carrier.

Compensation during training for a regularly assigned or extra fireman (helper) shall be not less than the weekly rate set forth in Paragraph A of this Article.

***Rate effective January 1, 1979, including 43¢ per hour cost-of-living allowance.**

Firemen (helpers) who enter the training program from other than a regular assignment or an extra list will be compensated as set forth in Paragraph A of this Article.

The earnings guarantee herein provided will be proportionately reduced for any scheduled training day that a fireman (helper) is absent of his own volition.

C. A fireman (helper) entering the training program who has established an earnings guarantee under the provisions of the Washington Job Protection Agreement, the Agreement of January 27, 1972 between the Carriers and the UTU, an employee protective agreement arising out of a transaction approval by the Interstate Commerce Commission under Section 5 of the Interstate Commerce Act, or an employee protective agreement arising out of the Rail Passenger Transportation Act of 1970, or an earnings guarantee of similar character, will not have such guarantee reduced account of his participation in this training program. However, there will be no duplication of payments under this Agreement and such protective agreements.

D. Firemen (helpers) in this training program will receive the benefits under Group Policy Contract GA-23000, as amended, or such other health and welfare program as may be in effect on the individual carrier, provisions of Article IX of the Agreement of September 14, 1968, and National Vacation Agreements (including the Interpretation of the Continuous Service Provisions of January 18, 1956) in effect with the UTU(E).

E. Existing agreements between the parties which provide for the payment of daily, weekly, or monthly rates of pay in excess of those set forth in this Agreement for training, qualification and promotion of firemen (helpers), or which provide for payment of an allowance for instructor(s), or which provide for preservation of the without fireman rates of pay, will remain in full force and effect unless otherwise mutually agreed to by the parties on the individual Carrier.

ARTICLE VII - SUPERVISION OF FIREMEN (HELPERS) IN THE TRAINING PROGRAM

When firemen (helpers) participating in the training program are required to receive on-the-job training the engineer on the job selected will acquaint the fireman (helper) in training with the responsibilities and functions of engineers under actual working conditions, subject to the following:

A. The fireman (helper) in training will be permitted to operate the engine and perform other functions under direction of the engineer.

B. While the engineer cannot be relieved from his responsibility for the safe operation of his train and engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the fireman (helper) in training.

C. The presence of a fireman (helper) in training will not affect the engineer rate of pay when operating without a fireman (helper).

Note: The use of the term "fireman(helper) in training" in this article refers to a fireman (helper) while actually engaged in the scheduled training program and who is being compensated pursuant to the provisions of Article VI, Paragraphs A, B or C of this Agreement.

D. Engineer(s) will be required to complete progress reports as may be directed.

E. The provisions of this Article VII shall apply only on those Carriers where the UTU(E) represents the craft or class of Locomotive Engineers.

ARTICLE VIII - SIMULATORS AND OTHER TRAINING DEVICES

Provisions of existing agreements between the parties covering the use of simulators or other training devices used in the training of firemen (helpers) for promotion to locomotive engineer shall become part of this Agreement and shall remain in full force and effect unless and until cancelled or amended in accordance with the specific terms of such agreements.

All other provisions of this Agreement shall apply to the use of simulators and other training devices used in the training of firemen (helpers) which are hereafter established.

ARTICLE IX - MISCELLANEOUS

A. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of this Agreement, the duly authorized representative of the employees, party to this Agreement, and the officer designated by the Carrier, may mutually enter into additional written understandings to implement this Agreement or to preserve existing training agreements.

ARTICLE X - EFFECT ON EXISTING AGREEMENTS

This agreement will supersede existing agreements relating to the training, qualifying and promotion of firemen (helpers) represented by the UTU(E) only to the extent set forth herein.

ARTICLE XI - DISPUTES COMMITTEE

There is hereby established a National Disputes Committee consisting of one Carrier member and one Organization member signatories hereto, the jurisdiction of which shall be limited solely to the settlement of disputes as to how existing individual agreements between a Carrier and the UTU(E) should be changed to conform to this Agreement, as outlined in Paragraphs (A) and (B) below:

(A) For the sole purpose of revising existing individual agreements so as to make them conform to this Agreement, a representative of each Carrier and the duly authorized representative of its employees shall, as expeditiously as possible, but in any event no later than forty-five days after the effective date of this Agreement, prepare and exchange in writing a list of agreement provisions which each party views as being superseded or modified by this Agreement.

(B) As expeditiously as possible, but in any event no later than seventy-five days after the effective date of this Agreement, the Carrier representative will meet with the duly authorized representative of its employees for the purpose of deleting and/or modifying any agreement rules in conflict with this Agreement.

(C) Any disputes arising solely in connection with the revising of individual agreements so as to make them conform to this Agreement and not settled on the property under the procedures outlined in Paragraphs (A) and (B) above may be referred by either party to the National Disputes Committee for a final and binding decision. Such disputes must be submitted within one hundred twenty days after the effective date of this Agreement in compliance with the agreed-to procedures applicable to the preparation, distribution and timely furnishing of submissions to the National Disputes Committee.

(D) The National Disputes Committee shall meet and consider any disputes that have been docketed within three months after the effective date of this Agreement. Subsequent meetings will be held on agreed-upon dates, provided such dates are to be no later than six months and nine months following the effective date of this Agreement. After deciding all of the disputes that have been docketed at the beginning of the nine months meeting, the National Disputes Committee shall cease to exist.

(E) In the event the National Disputes Committee is unable to reach a decision with respect to any submitted dispute, the Committee shall endeavor to agree upon the selection of a neutral referee to act as a member thereof in the disposition of such submitted dispute. In the event the Committee is unable to agree upon the selection of a neutral referee to be a member of the Board for the consideration and disposition of such dispute, either member of the Committee, within ten days after their failure to agree upon a neutral referee, may request the National Mediation Board to appoint such neutral referee. Upon receipt of such request the National Mediation Board shall promptly make such appointment. The neutral person so selected or appointed shall be compensated and reimbursed for expenses by the National Mediation Board.

(F) The National Disputes Committee, with a neutral referee acting as a member thereof, will render decisions on deadlocked disputes no later than thirty days following the conclusion of proceedings. Any two members of the Disputes Committee shall be competent to render decisions. Such decisions shall be final and binding upon both parties.

ARTICLE XII - COURT APPROVAL

This Agreement is subject to approval of the courts with respect to Carriers in the hands of receivers or trustees.

ARTICLE XIII - EFFECT OF THIS AGREEMENT

A. This Agreement is in settlement of the dispute growing out of notices served on the Carriers listed in Exhibit "A" by the former BLF&E (UTU(E) on or about November 15, 1965, (identified as former BLF&E Notice No. 3), and shall be construed as a separate agreement by and on behalf of each of said Carriers and their employees represented by the organization signatory hereto, and shall remain in effect thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. [See amendment.]

B. This Agreement is intended to apply only to the rates of pay, rules or working conditions of firemen (helpers) and locomotive engineers represented by the UTU(E) and shall not be construed or applied otherwise.

C. The effective date of this Agreement shall be July 19, 1972.

SIGNED AT WASHINGTON, D. C., THIS 19TH DAY OF JULY, 1972.

For the Participating Carriers
Listed in Exhibit A:

/s/ WILLIAM H. DEMPSEY
William H. Dempsey, Chairman

/s/ C. A. BALL
C. A. Ball

/s/ F. K. DAY, JR.
F. K. Day, Jr.

/s/ T. C. DeBUTTS
T. C. De Butts

/s/ G. L. FARR
G. L. Farr

/s/ J. R. JONES
J. R. Jones

/s/ J. J. MAHER
J. J. Maher

/s/ C. E. MERVINE, JR.
C. E. Mervine, Jr.

/s/ EARL OLIVER
Earl Oliver

/s/ G. S. PAUL
G. S. Paul

/s/ G. M. SEATON, JR.
G. M. Seaton, Jr.

For the Employees Represented By
The United Transportation Union:

/s/ M. W. HAMPTON
M. W. Hampton, Assistant President

/s/ J. W. JENNINGS
J. W. Jennings, Vice President

/s/ H. M. PRICE
H. M. Price, Chairman

/s/ M. H. NELSEN
M. H. Nelsen, Vice Chairman

/s/ A. B. HEALAN
A. B. Healan, Secretary

/s/ R. A. BONENO
R. A. Boneno, Member

/s/ R. M. GAMBRELL
R. M. Gambrell, Member

/s/ T. P. GORMAN, JR.
T. P. Gorman, Jr., Member

/s/ G. B. MCKEE
G. B. McKee, Member

/s/ H. W. WHITE
H. W. White, Member

WITNESS:

/s/ WARREN S. LANE
Warren S. Lane
Regional Head Mediator
National Mediation Board

/s/ JACK W. CASSLE
Jack W. Cassle
Mediator
National Mediation Board

**PARTICIPATING CARRIERS REPRESENTED BY THE NATIONAL CARRIERS'
CONFERENCE COMMITTEE AND THE EMPLOYEES OF SUCH CARRIERS
REPRESENTED BY THE UNITED TRANSPORTATION UNION.**

**Akron and Barberton Belt Railroad
Akron, Canton and Youngstown Railroad
Alton and Southern Railway
Ann Arbor Railroad
Atchison, Topeka and Santa Fe Railway
Atlanta & St. Andrews Bay Railway
Atlanta and West Point Rail Road - The Western Railway of Alabama
Atlanta Joint Terminals
Baltimore and Ohio Railroad
 Buffalo Division
 Strouds Creek and Muddlety Territory
Baltimore and Ohio Chicago Terminal Railroad
Bangor and Aroostook Railroad
Bauxite and Northern Railway
Bessemer and Lake Erie Railroad
* Boston and Maine Corporation
Buffalo Creek Railroad
Burlington Northern, Inc.
Butte, Anaconda and Pacific Railway
1 : Camas Prairie Railroad
 Central of Georgia Railroad
 Central Vermont Railway, Inc.
 Chesapeake and Ohio Railway
 Chicago and Eastern Illinois Railroad
 Chicago and Illinois Midland Railway
2 : Chicago and North Western Transportation Company
 Chicago and Western Indiana Railroad
 Chicago, Milwaukee, St. Paul and Pacific Railroad
 Chicago, Rock Island and Pacific Railroad
 Chicago Short Line Railway
 Chicago, West Pullman and Southern Railroad
 Clinchfield Railroad
 Curtis Bay Railroad
 Davenport, Rock Island and North Western Railway
 Delaware and Hudson Railway
 Denver and Rio Grande Western Railroad
 Des Moines Union Railway
 Detroit and Mackinac Railway
 Detroit and Toledo Shore Line Railroad
 Detroit, Toledo and Ironton Railroad
 Duluth, Missabe and Iron Range Railway
 Duluth, Winnipeg and Pacific Railway
 East St. Louis Junction Railroad**

Elgin, Joliet and Eastern Railway
 * Erie Lackawanna Railway
 Fort Worth and Denver Railway
 Galveston, Houston and Henderson Railroad
 Galveston Wharves
 Green Bay and Western Railroad
 Greenwich and Johnsonville Railway
 Gulf, Mobile and Ohio Railroad
 Illinois Central Railroad
 Illinois Northern Railway
 Illinois Terminal Railroad
 Indiana Harbor Belt Railroad
 Indianapolis Union Railway
 Joint Texas Division of the CRI&P and FtW&D Railway
 Kansas City Southern Railway (including KCS affiliates at Milwaukee-
 Kansas City Southern Joint Agency)
 Kansas City Terminal Railway
 Kentucky and Indiana Terminal Railroad
 Lake Superior Terminal and Transfer Railway
 Lehigh and New England Railway
 * Lehigh Valley Railroad
 Longview, Portland and Northern Railway
 Los Angeles Junction Railway
 Louisiana and Arkansas Railway
 Louisville and Nashville Railroad, Monon Division
 Maine Central Railroad
 Portland Terminal Company
 Manufacturers Railway
 McKeesport Connecting Railroad
 Minneapolis, Northfield and Southern Railway
 Minnesota, Dakota and Western Railway
 Minnesota Transfer Railway
 Mississippi Export Railroad
 Missouri-Kansas-Texas Railroad
 Missouri Pacific Railroad (including Gulf District, DeQuincy Division
 and former Union Railway (Memphis))
 Missouri-Illinois Railroad
 Monongahela Railway
 Montour Railroad
 New Orleans Public Belt Railroad
 New Orleans Union Passenger Terminal
 New York, Susquehanna and Western Railroad
 Norfolk and Western Railway -
 Atlantic and Pocahontas Regions;
 Lines of former New York, Chicago and St. Louis Railroad;
 Lines of former Pittsburgh and West Virginia Railway,
 Lines of former Wabash Railroad - East and West
 Norfolk Southern Railway
 Northampton and Bath Railroad
 Ogden Union Railway and Depot Company
 Oregon, California and Eastern Railway
 *-3 :Penn Central Transportation Company

Pennsylvania-Reading Seashore Lines
 Peoria and Pekin Union Railway
 Pittsburg and Shawmut Railroad
 Pittsburg and Lake Erie Railroad, including
 Lake Erie and Eastern Railroad
 Port Terminal Railroad Association
 * Reading Company
 Ironton Railroad
 St. Joseph Terminal Railroad
 St. Louis-San Francisco Railway
 St. Louis Southwestern Railway
 Seaboard Coast Line Railroad
 Soo Line Railroad
 Southern Pacific Transportation Company -
 Pacific Lines (including former El Paso and Southwestern
 System and Nogales, Arizona, Yard)
 Southern Railway
 Alabama Great Southern Railroad (including former
 New Orleans and Northeastern Railroad)
 Carolina and Northwestern Railway
 Cincinnati, New Orleans and Texas Pacific Railway
 (including former Harriman and Northeastern Railroad)
 Georgia Southern and Florida Railway
 Interstate Railroad
 New Orleans Terminal Company
 St. Johns River Terminal Company
 South Omaha Terminal Railway
 Spokane International Railroad
 Terminal Railroad Association of St. Louis
 Texas and Pacific Railway (including former Midland Valley
 Railroad and former Kansas, Oklahoma and Gulf Railway)
 Fort Worth Belt Railway
 New Orleans and Lower Coast Railroad
 Texas Mexican Railway
 Toledo, Peoria and Western Railroad
 Toledo Terminal Railroad
 Union Pacific Railroad
 Union Terminal Company (Dallas)
 Union Terminal Railway-St. Joseph Belt Railway
 Washington Terminal Company
 Western Maryland Railway
 Wichita Terminal Association
 Youngstown and Northern Railroad

EXHIBIT A
(Training)

* - Subject to the Approval of the Courts.

1 - Authorization applies on that part of the Camas Prairie Railroad covered by the Burlington Northern, Inc. (former Northern Pacific Railway) schedule.

2 - Authorization includes the Minneapolis Industrial Railway.

3 - Authorization excludes firemen on the former Louisville and Jeffersonville Bridge and Railroad of the former New York Central Railroad.

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FOR THE CARRIERS:

FOR THE UNITED
TRANSPORTATION UNION (E):

/s/ J. F. Griffin
J. F. GRIFFIN

/s/ B. R. Calkins
B. R. CALKINS

Washington, D. C.
July 19, 1972

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

T-1

Mr. M. W. Hampton
Assistant President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding that employees who on the effective date of Mediation Agreement, Case No. 9152, Sub. 1, Sub. 2, Sub. 3 and Sub. 4, are engaged in an accelerated training program under existing agreements on individual railroads may continue their training program to completion in accordance with the terms of such agreements.

Yours very truly,

/s/ WILLIAM H. DEMPSEY
William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON.
M. W. Hampton

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

T-2

Mr. M. W. Hampton
Assistant President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hampton:

In accordance with our understanding, this is to confirm that, in the granting of vacations to firemen (helpers) subject to the provisions of the Operating Vacation Agreement of April 29, 1949, as amended, who have transferred (without a break in the employment relationship) to that class of service from a class of service not covered by an agreement held by an organization signatory to the Operating Vacation Agreement of April 29, 1949, all service rendered for the carrier in the class or classes of service not so covered will be counted in establishing the requirements of such Agreement as to the years of continuous service, the days of service rendered during the years of continuous service and the service rendered in the calendar year preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the Operating Vacation Agreement.

Will you please confirm your acceptance of this understanding by affixing your signature in the space provided therefor below.

Yours very truly,

/s/ William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON
M. W. Hampton

MANNING AND TRAINING AGREEMENT

THIS AGREEMENT, made this 25th day of August 1978 by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

A. The parties hereto agree that the Agreement of July 19, 1972 relating to Manning and Training are hereby amended in the following respects:

1. Paragraph A of Article VI — Compensation During Training — of the July 19, 1972 Training Agreement is amended by adding as a new paragraph thereto the following:

"Notwithstanding the foregoing provisions, firemen, while being paid the weekly minimum rate provided for by this Paragraph A, shall receive additional pay for time spent in excess of 48 hours during a calendar week in on-the-job training. Such time will be paid for on a minute basis at an hourly rate equal to 3.125% of the weekly rate."

NOTE: The above provision shall not apply on any carrier on which the weekly rate provided for in Paragraph VI, A does not apply unless within 30 days from the date of this Agreement the General Chairman elects to revert to such rate and so notifies the carrier.

2. Article I — Employment of Firemen (Helpers) — of the July 19, 1972 Manning Agreement is amended by adding the following Note to Section 3(a):

NOTE: For the purpose of this Section, the maximum applicable regulating factor applicable to yard engineers subject to a five-day work week Agreement will be not more than 26 days per month."

3. Section 5 of Article III — Employment Protection and Exercise of Seniority — of the July 19, 1972 Manning Agreement is hereby amended by adding the following paragraph (i):

"(i) Notwithstanding other provisions of this Section 5, a carrier may reduce the number of firemen on a seniority district equal to the reduction in the number of engineer positions of that district as the result of emergency conditions such as flood, snow-storm, hurricane, earthquake, fire or strike; provided that the application of the foregoing shall not result in the furlough of firemen employed on or before September 1, 1978. As the number of engineer positions reduced because of emergency conditions are restored, an equal number of firemen furloughed under this provision will be returned to

service. Any reduction in the number of engineer miles or days because of an emergency condition resulting in a reduction in the number of firemen under this paragraph (i) will not be taken into account in the 14-day determinations under paragraphs (b) through (e) of this Section. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

4. Interpretation Committee

A Committee consisting of two organization and two carrier members is hereby established with authority to issue agreed-upon interpretations of the provisions of the July 19, 1972 Manning and Training Agreements as modified by this agreement.

It is further understood that individual claims for compensation alleged to be due pursuant to such agreements shall be handled on the property in accordance with the rules governing the handling of claims and grievances, including time limit rules.

Within thirty days of the date of this agreement the parties hereto shall appoint their respective members of the Committee which shall promptly meet and agree upon rules of procedure for handling questions submitted for interpretation.

B. The rates of pay in the weight-on-drivers bracket 450,000 and less than 500,000 pounds will be the minimum standard rates of pay for firemen in yard service.

C. General Provisions

1. Court Approval

This Agreement is subject to approval of the courts with respect to Carriers in the hands of receivers or trustees.

2. Effect of This Agreement

(i) This Agreement is in settlement of the dispute between the carriers listed in Exhibit A and the United Transportation Union growing out of the notices served by the United Transportation Union, dated on or about May 26, 1975. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect through March 31, 1981 and thereafter until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.

(ii) The parties to this Agreement shall not serve nor progress prior to January 1, 1981 (not to become effective before April 1, 1981) any notice or proposal relating to the July 19, 1972 Manning and Training Agreements, as amended, and any pending notices served by one party upon another pertaining to such matters, and not otherwise disposed of under paragraph (i) above, are hereby withdrawn.

(iii) The effective date of this Agreement shall be September 1, 1978.

FOR THE PARTICIPATING
CARRIERS LISTED IN
EXHIBIT A:

CHARLES I. HOPKINS, JR.
Chairman

C. F. BURCH

A. E. EGBERS

F. R. ELTERMAN

G. L. FARR

J. R. NEIKIRK

C. E. MERVINE, JR.

GEORGE S. PAUL

L. W. SLOAN

ROBERT E. UPTON

FOR THE EMPLOYEES
REPRESENTED BY THE
UNITED TRANSPORTATION
UNION:

AL H. CHESSER

R. R. BRYANT

J. W. JENNINGS

H. G. KENYON

NATIONAL RAILWAY LABOR CONFERENCE

1901 L Street, N.W., Washington, D.C. 20036 Area Code: 202-862-7200

Charles I. Hopkins, *Chairman*
W. L. Burner, Jr., *Director of Research*
D. P. Lee, *General Counsel*

Robert Brown, *Vice Chairman*
J. F. Griffin, *Director of Labor Relations*
T. F. Strunck, *Administrator of Disputes Committee*

August 25, 1978

Mr. Al H. Chesser, President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

This will confirm our understanding that in the application of Article IV of Mediation Agreement, Case A-9152, Sub. 1., Sub. 2., Sub. 3., and Sub. 4., dated July 19, 1972 (Training), a fireman (helper) successfully completing the training program shall be certified as a locomotive engineer in all classes of service on his seniority district, except, however, if agreement rules require additional qualification, such rules shall not be affected.

Will you please indicate your concurrence by affixing your signature in the space provided below.

Yours very truly,
/s/C. I. HOPKINS, JR.
C. I. Hopkins, Jr.

I concur:
/s/AL CHESSER

EXHIBIT A

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MAY 26, 1975, SERVED UPON VARIOUS RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE UNITED TRANSPORTATION UNION OF DESIRE TO REVISE THE UTU JULY 19, 1972 TRAINING AGREEMENT TO THE EXTENT INDICATED IN ATTACHMENT B, AND SUCH NOTICES AS MAY BE SERVED BY THE CARRIERS FOR CURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed, as indicated below, and with provisions of current schedule agreements applicable to employees represented by the United Transportation Union.

Akron & Barberton Belt Railroad
Alton & Southern Railway
Atchison, Topeka and Santa Fe Railway
Atlanta & Saint Andrews Bay Railway
Bangor and Aroostook Railroad
Bessemer and Lake Erie Railroad
Burlington Northern Inc.
Camas Prairie Railroad
Central of Georgia Railroad
Central Vermont Railway, Inc.

THE CHESSIE SYSTEM:

1: Baltimore and Ohio Railroad
 Baltimore and Ohio Chicago Terminal Railroad
 Chesapeake and Ohio Railway
 Western Maryland Railway
Chicago & Illinois Midland Railway
Chicago and North Western Transportation Company
Chicago and Western Indiana Railroad
* Chicago, Milwaukee, St. Paul and Pacific Railroad
Chicago Short Line Railway
Davenport, Rock Island and North Western Railway
Delaware and Hudson Railway
Denver and Rio Grande Western Railroad
Des Moines Union Railway
Detroit and Mackinac Railway
Detroit, Toledo and Ironton Railroad
Duluth, Missabe and Iron Range Railway
Duluth, Winnipeg & Pacific Railway
Elgin, Joliet & Eastern Railway

THE FAMILY LINES SYSTEM:

 Seaboard Coast Line Railroad
2: Louisville & Nashville Railroad
 Cinchfield Railroad

Green Bay and Western Railroad
 Greenwich and Johnsonville Railway
 Illinois Central Gulf Railroad
 Illinois Terminal Railroad
 Indiana Harbor Belt Railroad
 Joint Texas Division of the CRI&P RR. and FW&D Ry.
 Kansas City Southern Railway
 Kentucky & Indiana Terminal Railroad
 Lake Superior Terminal and Transfer Railway
 Los Angeles Junction Railway
 Louisiana & Arkansas Railway
 Maine Central Railroad, Portland Terminal Company
 Manufacturers Railway
 McKeesport Connecting Railroad
 Minneapolis, Northfield and Southern Railway
 Minnesota, Dakota & Western Railway
 Minnesota Transfer Railway
 Missouri-Kansas-Texas Railroad
 3: Missouri Pacific Railroad
 Fort Worth Belt Railway
 Missouri-Illinois Railroad
 New Orleans and Lower Coast Railroad
 Monongahela Railway
 Montour Railroad
 New Orleans Public Belt Railroad
 Norfolk and Western Railway
 Oregon, California and Eastern Railway
 Peoria and Pekin Union Railway
 Quanah, Acme and Pacific Railway
 St. Joseph Terminal Railroad
 4: St. Louis-San Francisco Railway
 Soo Line Railroad
 Southern Railway
 Alabama Great Southern Railroad
 Cincinnati, New Orleans & Texas Pacific Railway
 Georgia Southern and Florida Railway
 Interstate Railroad
 New Orleans Terminal Company
 St. Johns River Terminal Company
 Spokane International Railroad
 Terminal Railroad Association of St. Louis
 Texas Mexican Railway
 Toledo, Peoria and Western Railroad
 Union Pacific Railroad
 Union Terminal Railway-St. Joseph Belt Railway
 Washington Terminal Company
 Youngstown and Northern Railroad

NOTES:

* Subject to the approval of the Courts.

1 Includes the former BR&P Territory, former Strouds Creek and Muddlety Territory and the Curtis Bay Railroad.

2 Covers the Monon Subdivision only.

3 Includes the former Texas and Pacific Railway.

4 Includes the AT&N District.

FOR THE CARRIERS:

CHARLES I. HOPKINS, JR.

FOR THE UNITED
TRANSPORTATION UNION:

AL H. CHESSER

Washington, D.C.
June 1, 1978

NATIONAL AGREEMENT OCTOBER 31, 1985

ARTICLE XIII - FIREMEN

The craft or class of firemen (helpers) shall be eliminated through attrition except to the extent necessary to provide the source of supply for engineers and for designated passenger firemen, hostler and hostler helper positions. Trainmen shall become the source of supply for these positions as hereinafter provided.

Section 1 - Amendments to Fireman Manning Agreement of July 19, 1972

(1) Change Article I, Section 1(a) to read as follows:

"(a) For fulfilling needs arising as the result of assignments and vacancies, temporary or otherwise, in designated passenger service and in hostler, hostler-helper service, pursuant to mileage or other regulating factors on individual carriers and in accordance with Section IV of this Agreement."

(2) Change Article I, Section 3(a) to read as follows:

"(a) Determinations of the number of employees required on each seniority district will be based on the maximum applicable regulating factor for each class of service contained in the rules on each carrier relating to increasing or decreasing the force of locomotive engineers."

(3) Change Article I, Section 3(e) to read as follows:

"(e) The number of employees required as of each determination period will be based on engineer service during the twelve months' period as follows:

Passenger service

Total hours paid for multiplied by the number of miles encompassed in a minimum day divided by the number of hours encompassed in a minimum day.

Freight service

Total hours paid for plus one-half overtime hours, multiplied by the number of miles encompassed in a minimum day divided by the number of hours encompassed in a minimum day.

Yard service

Total hours paid for plus one-half overtime hours, divided by 8.

The results thus obtained shall be divided by the maximum applicable

regulating factor as provided in paragraph (a) of this Section 3. The sum of employees thus determined will be increased by 10% to cover vacations and layoffs.

NOTE: As used in this paragraph, the term 'total hours paid for' includes all straight time hours paid for including hours paid for while working during scheduled vacation periods and the basic day's pay for holidays as such, all overtime hours paid for including overtime paid for working on holidays, and the hourly equivalent of arbitraries and special allowances provided for in the schedule agreements. The term does not include the hourly equivalent of vacation allowances or allowances in lieu of vacations, or payments arising out of violations of the schedule agreement."

(4) Change Article I, Section 3(f) by inserting "and on furlough" in the first and second sentences after "the number of firemen in active service" and by eliminating (1) to the NOTE and renumbering the remaining three enumerated items.

(5) Eliminate Section 3(h) of Article I and reletter the subsequent subsection.

(6) Change Article III, Section 1 to read as follows:

"Section 1 - Firemen (helpers) whose seniority as such was established prior to November 1, 1985 shall have the right to exercise their seniority on assignments on which, under the National Diesel Agreement of 1950 (as in effect on January 24, 1964), the use of firemen (helpers) would have been required, and on available hostler and hostler helper assignments subject to the following exceptions:

(a) When required to fulfill experience requirements for promotion, or engaged in a scheduled training program.

(b) When their services are required to qualify for or fill passenger or hostler or hostler helper vacancies in accordance with Article IV of this Agreement.

(c) When restricted to specific assignments as referred to in Article VI of this Agreement.

(d) When required to fill engineer vacancies or assignments.

The exercise of seniority under this Article will be subject to the advertisement, bidding, assignment, displacement and mileage rules on the individual carriers.

NOTE: As to any carrier not subject to the National Diesel Agreement of 1950 on January 24, 1964, the term 'the rules in effect on January 24, 1964 respecting assignments (other than hostling assignments) to be

manned by firemen (helpers)' shall be substituted in this Article for the term 'the National Diesel Agreement of 1950.'"

"Section 1.5 - Firemen (helpers) whose seniority as such is established on or after November 1, 1985 will have the right to exercise seniority limited to designated positions of passenger fireman, hostler or hostler helper. The seniority rights of such firemen are subject to the following exceptions:

(a) When required to fulfill experience requirements for promotion, or engaged in a scheduled training program.

(b) When required to fill engineer vacancies or assignments.

This will not preclude the carrier from requiring firemen to maintain proficiency as engineer and familiarity with operations and territories by working specified assignments."

(7) Change Article III, Section 4 to read as follows:

"Section 4(a) - All firemen (helpers) whose seniority as such was established prior to November 1, 1985 will be provided employment in accordance with the provisions of this Article until they retire, resign, are discharged for cause, or are otherwise severed by natural attrition; provided, however, that such firemen (helpers) may be furloughed if no assignment working without a fireman (helper) exists on their seniority district which would have been available to firemen (helpers) under the National Diesel Agreement of 1950 (as in effect on January 24, 1964), and if no position on an extra list as required in Section 3 above exists on their seniority district, subject to Section 5 of this Article."

"Section 4(b) - Firemen whose seniority as such is established on or after November 1, 1985 may be furloughed when not utilized pursuant to Section 1.5 of this Article."

(8) Change Article III, Section 5(a) to read as follows:

"Section 5(a) - With respect to firemen (helpers) employed after July 19, 1972 and prior to November 1, 1985, the provisions of Section 4(a) above will be temporarily suspended on any seniority district to the extent provided in this Section 5 if there is a decline in business within the meaning of this Section."

(9) Change Article IV, Section 1 to read as follows:

"Section 1 - Firemen (helpers) who established a seniority date as fireman prior to November 1, 1985 shall be used on assignments in passenger service on which under agreements in effect immediately prior to

August 1, 1972, the use of firemen (helpers) would have been required. The use in passenger service of firemen (helpers) who establish seniority as firemen on or after November 1, 1985 will be confined to assignments designated by the carrier."

(10) Change Article IV, Section 2 to read as follows:

"(a) Except as modified hereinafter, assignments in hostling service will continue to be filled when required by agreements in effect on individual carriers.

(b) The carriers may discontinue using employees represented by the United Transportation Union as hostlers or hostler helpers provided that it does not result in furlough of a fireman who established seniority prior to November 1, 1985 nor the establishment of a hostler position represented by another organization, and provided, further, that this provision will not act to displace any employee who established seniority prior to November 1, 1985 and who has no rights to service except as hostler or hostler helper.

(c) Employees in engine service who established seniority prior to November 1, 1985 will continue to fill hostler and hostler helper positions and vacancies thereon in accordance with agreements in effect as of that date. If such position cannot be filled by such employees, and it is not discontinued pursuant to Paragraph (b) above, qualified train service employees will be used. In that event, bulletined vacancies will be advertised to train service employees, and if no bids are received the junior qualified train service employee at the location will be assigned; temporary vacancies will be filled from the yard or combined road/yard extra board.

(d) Yard crews may perform hostling work without additional payment or penalty to the carrier."

(11) Change Article VIII to read as follows:

"ARTICLE VIII - RESERVE FIREMEN

The carrier shall have the right to offer 'Reserve Fireman' status to any number of active firemen, working as such, with seniority as firemen prior to November 1, 1985 (who are subject to work as locomotive engineers). Where applied, Reserve Fireman status shall be granted in seniority order on a seniority district or home zone basis under the terms listed below:

- (1) An employee who chooses Reserve Fireman status must remain in that status until he either (i) is recalled and returns to hostler or engine service pursuant to Paragraph (2), (ii) is discharged from employment by the carrier pursuant to Paragraph (2) or for other good cause, (iii) resigns

from employment by the carrier, (iv) retires on an annuity (including a disability annuity) under the Railroad Retirement Act, or (v) otherwise would not be entitled to free exercise of seniority under this Fireman Manning Agreement; whichever occurs first. If not sooner terminated, Reserve Fireman status and all other employment rights of a Reserve Fireman shall terminate when he attains age 70.

- (2) Reserve Firemen must maintain their engine service and hostler proficiencies while in such status, including successfully completing any retraining or refresher programs that the carrier may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Reserve Firemen also must hold themselves available for return to hostler and engine service upon seven days' notice, and must return to hostler or engine service in compliance with such notice. Reserve Firemen shall be recalled in reverse seniority order unless recalled for service as engineer. Failure to comply with any of these requirements will result in forfeiture of all seniority rights.
- (3) Reserve Firemen shall be paid at 70% of the basic yard fireman's rate for five days per week. No other payments shall be made to or on behalf of a Reserve Fireman except (i) payment of premiums under applicable health and welfare plans and, (ii) as may otherwise be provided for in this Article. No deductions from pay shall be made on behalf of a Reserve Fireman except (i) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law; (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this Article and (iv) any other legally required deduction.
- (4) Reserve Firemen shall be considered in active service for the purpose of this Fireman Manning Agreement, including application of the decline in business formula.
- (5) Other non-railroad employment while in Reserve Fireman status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.
- (6) Vacation pay received while in Reserve Fireman status will offset pay received under paragraph (3). Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.
- (7) Reserve Firemen are not eligible for:

Holiday Pay

Personal Leave
Bereavement Leave
Jury Pay
Other similar special allowances

(8) Reserve Firemen are covered by:

Health and Welfare Plans
Union Shop
Dues Check-off
Discipline Rule
Grievance Procedure

that are applicable to firemen (helpers) in active service.

(9) When junior employees are in 'Reserve Fireman' status, a senior active fireman may request such status. The carrier shall grant such a request and, at its discretion, recall the junior 'Reserve Fireman.'"

Section 2 - Establishing Brakeman Seniority

(1) Engine service employees not possessing ground service seniority as of November 1, 1985 shall be placed on the bottom of the appropriate ground service roster upon implementation of this Section. Such employees will be allowed to relinquish their newly acquired seniority during a ninety day period following such implementation.

(2) On or after November 1, 1985, any person establishing seniority in engine service without first establishing seniority as trainman will establish a seniority date as trainman on the date he or she establishes seniority in engine service.

(3) An employee establishing seniority as trainman under this Section 2 shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper, and such employee shall not, by such placement, be given any "present or protected employee" rights under present crew consist agreements or any negotiated in the future.

(4) Provisions for implementing this requirement shall be agreed upon with the appropriate trainmen's representative on each carrier party hereto within 90 days following the date of this Agreement. If the parties are unable to agree, the matter shall be arbitrated at the request of either party under the following provisions:

(a) The parties will endeavor to agree upon an arbitrator. If they fail to agree, either may request the National Mediation Board to name an arbitrator.

(b) The authority of the arbitrator will be limited to deciding the procedures that will govern the placement of engine service employees on ground service seniority rosters including the determination of which rosters are "appropriate."

(c) An award will be rendered within 45 days of the date the arbitrator is named.

Section 3 - Retention of Seniority

(1) Subject to the carrier's legal obligations, when selecting new applicants for engine service, opportunity shall first be given to employees in train and yard service on the basis of their relative seniority standing, fitness and other qualifications being equal. Transfer of engineers from one seniority district to another on the same railroad system will not be violative of this provision.

(2) Any person who is selected for engine service and does not have seniority as trainman will acquire seniority as trainman upon entering engine service, subject to paragraph (3) hereof.

(3) An employee who has established seniority as conductor (foreman), trainman (brakeman-yardman), hostler or hostler helper (but without seniority as a locomotive fireman) who is selected for engine service shall retain his seniority standing and all other rights in train and/or yard or hostling service. However, such employee shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper.

(4) This Section 3 replaces and supersedes Article VIII of the August 25, 1978 National Agreement.

Section 4 - Promotion

The following principles will govern in the selection and promotion to engine service and conductor/foreman:

(1) Trainmen who established seniority prior to November 1, 1985 will be governed by existing rules with respect to promotion to conductor/foreman and will not be required to accept promotion to engine service.

(2) Trainmen who establish seniority on or after November 1, 1985 must accept promotion to conductor/foreman in proper turn.

(3) Trainmen who establish seniority on or after November 1, 1985 will be selected for engine service in accordance with Section 3 of this Article XIII. However, if a sufficient number of trainmen (including those promoted to conductor) do not make application for engine service to meet the carrier's needs, such needs will be met by requiring trainmen (including promoted conductors) who establish se-

niority on or after November 1, 1985 to take engine service assignments or forfeit seniority in train service.

(4) If the carrier's needs for engine service employees are not met during a period when there are not sufficient trainmen (including promoted conductors) in service with a seniority date on or after November 1, 1985 who must accept promotion to engine service or forfeit seniority in train service, the carrier may hire qualified engineers or train others for engine service.

Provisions for implementing these principles shall be agreed upon on each carrier party hereto within 90 days following the date of this Agreement. If the parties are unable to agree, the matter shall be arbitrated at the request of either party under the following provisions:

- (a) The parties will endeavor to agree upon an arbitrator. If they fail to agree, either may request the National Mediation Board to name an arbitrator.
- (b) The authority of the arbitrator will be limited to deciding the procedures that will govern the promotion of trainmen and the forfeiture of seniority in the event of failure to qualify for promotion.
- (c) An award will be rendered within 45 days of the date the arbitrator is named.

Section 5 - Application

Any conflict between the changes set forth herein and the provisions of the July 19, 1972 Manning Agreement, as revised, shall be resolved in accordance with the provisions of this Agreement.